

## TERMS & CONDITIONS OF PERSONAL CUSTOMER ACCOUNT

The operation of the Personal Account you open with SBI Canada Bank, hereinafter referred to as “SBIC”, the “Bank”, “we” or, “us”, will be subject to the terms and conditions of this Agreement, as amended from time to time.

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## GLOSSARY

- “Account” means each deposit, savings, chequing or current account you have with us at this time and at any time in the future.
- “Additional Services” means additional services and products not included in this Agreement, which we may offer you from time to time.
- “Agreement” means these Terms and Conditions of Customer Account.
- “Card” means any debit card for an Account that we issue to you in your name, or to other individuals duly authorized by you.
- “Digital Banking Services” means the products and services offered by SBIC through its website and mobile banking services, including the YONO SBI CANADA mobile app or any other mobile apps or platforms and any additional digital or mobile services.
- “Electronic Banking Services” means Interac<sup>®</sup>, Cirrus<sup>®</sup>, Maestro<sup>®</sup> and Exchange Network<sup>®</sup> Automated Banking Machines (ABMs); Point of Sale (POS) debit card terminals such as Interac terminals, or any other electronic banking service which SBIC may offer from time to time.
- “Electronic Communications” includes communications, notifications, and alerts sent through email, text, through our website or any other method of telecommunication or electronic transmission.
- “Electronic Documents” includes regulatory disclosure, notices, statements, and other information delivered through Electronic Communications.
- “including” means “including, but not limited to”.
- “Instruments” means bills of exchange, promissory notes, cheques, orders for payment of money, securities, coupons, and notices, as applicable.
- “Joint Account” means an Account for which more than one person has entered into terms and conditions relating to the Account or completed a personal account application form.
- “Joint Accountholder” means each person who has entered into terms and conditions relating to a Joint Account.
- “Login Details” means the user ID, password, or transaction password (including any codes).
- “Money Transfer Request” means a request to transfer funds from the Account specified by you to another account.
- “Personal Information” means any information about an identifiable individual, including information such as name, address, date of birth, credit records, and account information.
- “PIN” or “Personal Identification Number” means a combination of numbers that are selected by the user to be used as a password to be with a Card.
- “POS Terminal” or “Point of Sale Terminal” means a hardware system used for processing payment and refunds for goods or services through debit and credit cards. A transaction with a POS Terminal may be conducted in person or online.
- “Regulatory Disclosures” means the information that is required to be disclosed by the Bank to its customer in accordance with various legislative and regulatory requirements.
- “You”, “your” and any variation means each individual who has agreed to the terms and conditions relating to the operation of an Account with us, each individual who has completed a personal account application form either in paper, electronically or online, or each individual who has otherwise accepted this Agreement.

## **A. TERMS OF THE ACCOUNT**

### **1. General Access to and Use of the Account:**

You may use the Account for your personal banking purposes only. You may not use it for business purposes, for conducting transactions on behalf of third parties, or allow any undeclared third party to operate the Account. Your use of the Account is subject to requirements and limits set by us, including dollar or daily limits, means of transacting (e.g. Part B - Debit Card and Electronic Banking Services and Part C – Digital Banking Services), and any concerns that we, in our sole discretion may have, regarding the propriety of transactions relating to the Account.

### **2. Chequing Services:**

You may draw cheques and other payment items only on those Accounts to which such privileges apply. You must use cheques and other payment items that are encoded in a manner satisfactory to us and are drawn on the Account for which the cheque is encoded and will conform to the rules and standards set from time to time by Payments Canada.

We will not be responsible or liable for any loss or damage arising from the wrongful acceptance of a cheque or refusal by us to honour any cheque or other order for payment by you on an Account other than the Account for which you have such privileges.

Unless you otherwise instruct us, where there are sufficient funds in the Account we will honour all withdrawal slips, orders and cheques drawn on the Account where the Instrument bears a signature conforming to the specimen signature you provided, subject to applicable hold periods as set out in our cheque hold policy, which may be updated from time to time. All stop payment orders on any cheque you issued must be in writing and signed by you and submitted to one of our branches. We may transit cheques, bills of exchange and other documents and Instruments for computer processing, clearance and settlement or other purposes by such means as we may consider appropriate.

We will not be liable to you for acts or omissions of third parties however caused. We are not liable for any loss, theft, destruction or delayed delivery of any Instrument during delivery to such third party, or while such third party has possession of such Instrument. Deposit items (including money transfers) will be provisionally credited to the Account, and we may restrict your right to withdraw against deposit items until the items have cleared, and where any deposit items are not duly paid, the amount of that item may be debited to the Account. We, in our discretion, may restrict the amount of withdrawals that can be made, or require notice periods for withdrawals, including maximum amounts that you can withdraw, pay or transfer through Electronic Banking Services, or in cash at a branch. Where the Account is a chequing account, you will take reasonable care of all cheques and keep them in a safe place and will report any loss or theft of cheques to us.

### **3. Transaction Refusal and Reversal:**

We may refuse to process any transaction, or reverse any transaction if: (i) we cannot process the transaction; (ii) the transaction exceeds your balance, or overdraft, or credit limit, involves an Account that we deem as inactive, or exceeds the transaction limits set by us for the type of transaction or service you use to give your instructions; (iii) the transaction is a bill payment or other payment to a person who does not accept it; (iv) the transaction violates this Agreement or any other agreement you may have with us; (v) you are in violation of this Agreement or any other agreement you have with us; (vi) we are unable to commence or complete the transaction due to an equipment operational failure or malfunction or other causes beyond our reasonable control; (vii) we learn that the transaction originates from or involves a counterfeit or fraudulently prepared, issued or altered Instrument or the proceeds of fraud, a breach of trust, or criminal activity; (viii) for any other reason we, in our discretion, reasonably consider necessary to protect our interests, whether legal, reputational or otherwise; or (ix) the transaction might involve a third person subject to economic sanctions or other regulatory restrictions. We may verify all transactions and instructions and if not accepted, transactions will be reversed.

#### 4. Waiver of Protest:

Subject to any specific instructions which you give to us in writing, you waive in our favour every presentment for payment, notices of dishonour and protest and notice of protest of all Instruments drawn, made, accepted or endorsed by you now or in the future and delivered to us at any of our branches for whatever purpose. You will remain liable to us as if presentment, notice of dishonour and protest and notice of protest has been duly made or given. However, if we consider it in our or your best interest that any Instrument be noted or protested for any reason, we may do so but we will not be liable for any failure or omission to note or protest any Instrument.

#### 5. Interest, Customary Terms and Charges:

We will pay you interest on the Account at rates and in the manner we disclose to you from time to time through our website at <https://ca.statebank>. We will notify you of any changes made in the rate of interest or manner of calculating the amount of interest, or where there are other changes in features, terms or charges applicable to the Account. We may handle the Account using our customary procedures and arrangements for account services of the type requested. We may charge and you will pay our normal service charges for the operation of the Account and for any services of the type requested (including those incurred in connection with the Electronic Banking Services and Digital Banking Services described below), as disclosed to you from time to time, including charges for payment items payable to you that are returned for insufficient funds. We will debit all service charges to the Account.

#### 6. Authority to Charge Account:

We are authorized to charge the Account with the following:

- (a) **Instruments Drawn on and Debits to Accounts:** The amount of any Instrument payable by you at any of our branches or any debit in connection with the Electronic Banking Services or Digital Banking Services described below, and the amount of any Instrument we receive for the Account by way of deposit, discount, collection or otherwise.
- (b) **Unpaid Balance:** The amount of any Instrument cashed or negotiated by us for you or credited to the Account for which payment is not received by us, and any other amounts you owe us, including any expenses we incur in connection with payment of a dishonoured or unpaid Instrument or transaction. You are liable to us for the amount charged and will pay on demand any overdraft, together with interest at the interest rate charged by us from time to time for overdrafts, if such overdraft is permitted by us, in our sole discretion. Despite such charging, all our rights and remedies against all parties remain.
- (c) **Account Fee and Service Charges:** Any prescribed Account fees and services charges associated with the Accounts you have with us, whether or not this creates or increases an overdraft.
- (d) **Taxes:** All amounts collectible by us as taxes on the Accounts you maintain with us.
- (e) **Set Off:** Applying a positive (credit) balance in any of your accounts against any debt, obligation or liability you may owe to us, and we are not required to give you notice before we do so. For Joint Accounts, we may also apply a positive (credit) balance in a Joint Account against any debt, obligation or liability that any Joint Account holder may owe to us, and we may apply a positive (credit) balance in any other account of a Joint Account holder against any debt, obligation or liability you may owe to us in relation to the Joint Account.
- (f) **Schedule of charges is provided to you at the time of account opening.** The same is also available on our website <https://ca.statebank/service-charges>

#### 7. Information Storage:

All information relating to the Account will be maintained or stored by us in such form and for such time by any means of such devices as are generally accepted in the banking industry or authorized by law, including paper, digital or electronic forms. You agree to our retention of such information in any such form as if the said

information were in its original form. We may rely on our records as evidence of the state of Accounts between the parties for all purposes including litigation. We may use the services of any electronic data processing service bureau or organization in the performance of our services. We will not be liable to you for any act or omission of such service bureau or organization in the performance of our services. We are under no obligation to retain original documents, Instruments or vouchers other than those belonging to or entrusted to us by you for safekeeping.

#### **8. Account Statements and Verification:**

If you wish to receive monthly Account statements, you can opt into receiving either paper statements or electronic statements when you open the Account, or at any time afterwards. You can also view, and opt into receiving, electronic statements through certain of our Digital Banking Services, as further outlined below in Section D.3. Electronic statements will be sent to the designated email address you provide for the Account. Paper statements will be sent to the address of the Account on file. Paper statements are subject to a monthly fee; electronic statements are provided for free.

If a Joint Account permits any single Joint Accountholder to sign or approve any matter relating to the Joint Account, then any Joint Accountholder may individually request a monthly paper or electronic Account Statement.

However, if a Joint Account requires that all Joint Accountholders sign or approve any matter relating to the Joint Account, then we must receive a joint request by all Joint Accountholders to send a monthly paper or electronic Account statement to a Joint Accountholder.

You will advise us promptly if the monthly statement has not been received within 10 days of the date upon which it is normally received. Statements may not be issued if there is no transaction on the Account. Upon receipt of your Account statement, you must check the debit and credit entries, to verify the Account transaction information to ensure your payments and all other transactions are accurate and have been successfully and correctly processed. You must notify us in writing of any statement errors, irregularities or omissions within 30 days of the statement date.

Except for any alleged errors, irregularities or omissions outlined in your notice to us and subject to our right to charge back items for which payment has not been received, at the expiration of the 30 day period, the statement, the balance shown on the statement and any Account transactions will be conclusively settled between us and you and will be deemed valid and correct.

#### **9. Application of Funds to Account:**

If there are insufficient funds in the Account to pay an Instrument or any fees or service charges which we are authorized to charge under this Agreement, then you will be liable for, and we will be entitled to charge, any other Account which you may have with us, with the amount of such Instrument or such fees or service charges.

#### **10. Consent and Disclosure of Personal Information:**

You consent to:

- (a) our collection of your Personal Information (including financial and related information to determine your identity, eligibility for products and services, or for regulatory purposes) about you directly from you or from other persons, including persons authorized by you and credit bureaus;
- (b) our use and disclosure of your Personal Information to, amongst other purposes, identify you, protect us and you from error and fraud, understand your needs and eligibility for products and services, recommend particular products and services to fit your needs, provide ongoing service and for our compliance with legal and regulatory requirements; and

(c) our offers to you of products and services that we believe may be of interest to you (where we have your consent to do so).

(d) receiving communication from the bank with respect to your account or service.

You may opt-out of offers of products and services stated above by calling toll-free 1-866-SBIC-NOW or writing to SBI Canada Bank, Suite 1000, 10<sup>th</sup> Floor, 220 Bay Street, Toronto, Ontario, Canada, M5J2W4

From time to time, we use certain services provided by our parent bank, State Bank of India, or external service providers, operating within and outside Canada. Therefore, we transfer certain Personal Information of clients as well as employees to our parent bank and external service providers. In such cases, the information that we transfer is only used for the purpose for which it was originally collected. The outsourcing arrangements made by us will be in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) as well as guidelines issued by the Office of the Privacy Commissioner (OPC) and Office of the Superintendent of Financial Institutions (OSFI). We will use service level agreements to ensure that a comparable level of protection is provided when we transfer Personal Information. This includes measures taken by both parties during the process of transferring/sharing of the information, on an ongoing basis during and after the term of this Agreement. We may also receive information from our parent bank or external service providers as part of the services provided by them. The Personal Information transferred to another jurisdiction might be accessed by the courts as well as law enforcement and national security authorities of that jurisdiction.

Our Privacy Policy is available by calling toll-free 1-866-SBIC-NOW, writing to SBI Canada Bank Suite 1000, 10<sup>th</sup> Floor, 220 Bay Street, Toronto, Ontario, Canada, M5J2W4 or visiting our website at <https://ca.statebank>.

#### **11. Joint Accounts:**

For Joint Accounts, each Joint Accountholder will be jointly and severally liable (in Quebec, solidarily) to us to perform all the obligations, be liable for all liabilities related to the Joint Account under this Agreement and will agree to all the terms and conditions in this Agreement, irrespective of which one of you undertook the obligation or incurred the liability.

Each of you will have the same access to historical and current transaction details or any other details relating to the Joint Account.

Each of you expressly agrees that any interest in the Joint Account will be owned by each of you as joint tenants with full rights of survivorship, and not as tenants-in-common, and that we are entitled to treat any interest in the Joint Account in this manner. We may accept any instructions from any one of you, including honouring an Instrument, processing transactions in connection with Electronic Banking Services and Digital Banking Services described below, or accepting any direction in respect of the Joint Account without requiring the authorization or consent of the other Joint Accountholders, subject to any written instructions by both you and the other Joint Accountholders to the contrary.

You agree that if one Joint Accountholder is removed from the Joint Account by agreement of all other Joint Accountholders, or if determine a Joint Accountholder be removed in our sole discretion, acting reasonably, then the Joint Account will be closed.

If any Joint Accountholder dies, the deceased Joint Accountholder's interest in the Joint Account will pass automatically to the surviving Joint Accountholders, without releasing the deceased Joint Accountholder or their estate from any liability arising from the Joint Account until such time that we have received satisfactory evidence of the death. We will not be liable for any loss, damages or legal costs incurred in any dispute between the estate of the deceased Joint Accountholder, the surviving Joint Accountholders or third party arising from us acting on the right of survivorship.

## **12. Your Responsibilities to Secure Accounts:**

You agree to take all reasonable precautions to maintain the security and integrity of your Account and to prevent fraudulent transactions in your Account. You agree to advise us of any suspicious circumstances that you are aware of surrounding any transaction in your Account at the time of your instruction to us. You agree to keep your Card, any cheques or other Instruments, and Login Details safe at all times and to take reasonable steps to protect them. You must notify us immediately if you suspect that any other person has become aware of any of your Login Details, or about any actual or suspected loss, theft, fraud or unauthorized use in connection with your Account.

## **B. TERMS OF DEBIT CARD AND ELECTRONIC BANKING SERVICES**

Part B of this Agreement applies to the use of any Card and to the use of the number embossed on or associated with any such Card unless otherwise specified, and to your PIN for Electronic Banking Services.

### **1. Use of Your Card & PIN:**

You may use the Card and PIN to access the Electronic Banking Services. By using the Card or any Electronic Banking Service you agree that you have received, understood and agreed to this Agreement and to the use of Electronic Banking Services in accordance with the terms of this Agreement, as amended from time to time. You will not use Electronic Banking Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Electronic Banking Service, or cause harm to or threaten to harm any other user of Electronic Banking Services, or to us.

### **2. Accounts and Electronic Banking Services:**

You may choose which Electronic Banking Services you wish to access through the Card. You may designate the Account you wish to link to the Card for access at ABMs and POS terminals. You may also have access to your Account through internet banking at <https://ca.statebank> or by visiting a branch. Where your Account has overdraft protection or other features or is linked with another Account that has some or all of these features, you will have access to these features and the balances in those Accounts through Electronic Banking Services.

### **3. Card and PIN Security and Confidentiality:**

You are responsible for the care and control of the Card and PIN. You must keep the Card and PIN confidential and take every reasonable precaution to maintain them safely. This includes keeping physical possession of the Card, keeping the Card in a safe place and never letting anyone else use it, never keeping a written record of the PIN with the Card, avoiding PIN combinations that may be easily determined by others such as your name, birthday, phone number, address, Social Insurance Number etc.; not disclosing the PIN voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency; and taking all reasonable precautions to ensure that no one finds out the PIN while keying it in or logging into an Electronic Banking Service, immediately changing the PIN if you suspect that someone knows your PIN, and taking the transaction record after a transaction is completed through Electronic Banking Services.

### **4. Your Liability for Electronic Banking Services:**

You are responsible for all activities on the Account completed through an Electronic Banking Service resulting from the use of the Card or PIN by you or any person to whom you have made the Card or PIN available. Your responsibility will continue until you notify us using our required process that your PIN may have become known to someone else, the Card has been lost, stolen or misused, or your Account has been compromised.

Your liability may exceed the credit balance or other available funds in the Account; for example, if the transaction is completed on the basis of any entry error or a fraudulent deposit made through an Electronic Banking Service.



You will not be liable for transactions completed through an Electronic Banking Service where it can be shown that you have been a victim of fraud, theft or have been coerced by trickery, force or intimidation provided that you report the incident to us promptly and cooperate fully in any subsequent investigation.

### **5. Bank Liability:**

Except to the extent resulting from your breach of this Agreement, we are liable for: any unauthorized transaction after you have notified us that the Card has been misused, lost or stolen or that PIN security has been breached; transactions completed through the Card or any other cards that are forged, faulty, expired or cancelled; fraudulent or negligent conduct by our employees or agents, companies involved in networking arrangements, merchants who are linked to the electronic funds transfer system or their employees or agents; and losses to the Account resulting from any failure, error, malfunction or technical problem of our system or equipment.

### **6. Transaction Records Activity:**

You will be offered a transaction record at ABMs and POS terminals for your convenience to enable you to check Account entries. Our transaction records will be conclusive proof of use of the Card or an Electronic Banking Service and will be considered your written request to perform the transaction. Even though you may be provided with a transaction record, verification number, or interim statement, our verification and acceptance of all transactions will be considered correct and binding unless there is an obvious error. Transactions completed through an Electronic Banking Service may be credited or debited to the applicable Account by us on a date we determine. This date may be different than the date on which you used the Electronic Banking Service.

### **7. Debit Card Code of Practice:**

We endorse the Canadian Code of Practice for Consumer Debit Card Services and commit to maintain or exceed the level of customer protection it establishes.

## **C. TERMS OF DIGITAL BANKING SERVICES**

Part C of this Agreement applies to your use of Accounts through Digital Banking Services including: (a) accessing the Account; (b) paying bills; (c) transferring funds from the Account held by us to another financial institution located in Canada; (d) transferring funds from another financial institution located in Canada to the Account held by us; (e) Money Transfer Requests; and (f) the YONO or any other mobile apps or platforms made available to our customers. You agree to the Terms of Service for use of our website.

### **1. Digital Banking Security and Confidentiality:**

You are responsible for the care and control of your Login Details. You must keep the Login Details confidential and take every reasonable precaution to maintain them safely. This includes never keeping a written record of the Login Details; avoiding passwords that may be easily determined by others; not disclosing the Login Details voluntarily to anyone else at any time, including to a family member, friend or financial institution employee; and taking all reasonable precautions to ensure that no one finds out the Login Details while logging onto or using Digital Banking Services. You will immediately notify us if you know or suspect that your Login Details or Account have been compromised. We will not be liable in any manner for the consequences, including for losses or damages, of any unauthorized use of the Login Details by a third party.

### **2. Mobile Banking Services and Alerts:**

You are responsible for any use of our mobile application through your device that occurs before you notify us that your mobile device may have been lost, stolen or compromised.

Your mobile device or email address may be used to receive automatic Account alerts (including alerts about Account transactions, balances and other activities). You are responsible for all fees charged by your mobile device or email provider. We will not under any circumstances be liable to you for losses or damages of any nature resulting from: (a) our delay or failure to send, or your failure to receive, an automatic alert for any reason; (b) an automatic alert issued in error or containing inaccurate or incomplete information; or (c) any disruption in alert services for any reason, including a disruption caused by your phone company or email service provider.

### **3. Bill Payment:**

You authorize us to debit the Account, as specified by you, for the purpose of transferring funds to a payee of bill payments through Digital Banking Services. You should pay bills before the due date within the time period recommended by the payee or us from time to time. You will confirm with the billing institution that the bill has been paid. Any changes or cancellations to a bill payment must be made within the time period we specify from time to time.

If you use any of our services for bill payments, you are responsible for the accuracy of your payment instructions, including the billing company paid, billing account number, payment amount, other information in your bill profile, and your Personal Information recorded in our systems. Depending on the type of payment, payment instructions may be final and irrevocable, and it may not be possible to retrieve funds sent in error. We may update your bill profile, including your billing account numbers and billers' names, if informed of a change by the biller or if deemed necessary by us.

While we will electronically notify you when your Account has less than \$100 (unless you notify us of a different amount to provide a notification), you will ensure that you have sufficient funds in your Account (or a line of credit or overdraft protection) at the effective time of payment. Payment instructions may not be processed without sufficient funds. Postdated payments set up by you may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on your postdated payment and the billing account number recorded on your bill profile at the time of processing the payment, and a change in the status of the biller.

You are responsible for knowing your biller's payment requirements. We may reject, cancel or return a payment to you that does not meet those requirements. In addition, you are responsible for ensuring that your payments are scheduled so that there is sufficient time before the due date for them to be processed by us and by the biller.

Payment instructions made by you after our daily cut-off time or on a day on which we are not open for business will require extra time to reach the biller. There is no guaranteed time or date of delivery of your payment.

We are not responsible for any penalties, fees, interest, costs or damages suffered by you with respect to any payments, or for our inability to retrieve any payments.

Please note that the bill payment facility should only be used to pay your utility bills to an institution that is maintained as a biller with our electronic payment service provider. Bill payment should not be used for making payments to your accounts with other banks, individuals or companies or any other entity that is not a registered biller with our electronic payment service provider. The "Customer Specific Biller" option may be used by students, who intend to pay their fees to educational institution, only if the beneficiary educational institution is not maintained as a biller with our electronic payment service provider. Any payments to a Customer Specific Biller, other than payments to educational institutions, will not be processed by SBIC.

### **4. Domestic Bank Transfers and Pre-Authorized Debits:**

You authorize us to: (i) debit the account at the financial institution, as specified by you on the applicable Domestic Bank Transfer – Pre-Authorized Debit Agreement, for the purpose of transferring funds to the Account, subject to applicable hold periods disclosed to you from time to time; or (ii) debit the Account for the purpose of transferring funds to your account held at another financial institution located in Canada (each, a "DBT"). We may, at our sole discretion and from time to time, set limits on DBTs, including the number of DBTs made by you or the amount (in aggregate or otherwise) of a DBT. You will notify us of any changes to the information provided to us regarding the funds transfer pre-authorized debit.

### **5. Money Transfer Service:**

You authorize us, and any intermediary or agent bank, to debit the Account specified by you, for any Money Transfer Request you make, and paying any charges in connection with the transfer. Regardless of any error made by you, you are responsible and obligated to complete a Money Transfer Request once: (i) you have entered the

applicable Security Information; and (ii) such Money Transfer Request is received by us. A Money Transfer Request is deemed to be received by us when it is received in the form and with the content we specify from time to time. Once we have received the Money Transfer Request, you may not amend or cancel a Money Transfer Request. We will not be liable for, and you agree to indemnify us for, any loss or damages arising from any attempt made by us, in our sole discretion, to amend or cancel a Money Transfer Request.

You must pay us the amount specified in the Money Transfer Request, plus any applicable fees or charges by a debit to the Account, before we will execute the request. You acknowledge that the Money Transfer Request may not be processed on the same business day the request is made and that such Money Transfer Request is subject to regulatory verification processes. We are not obligated to execute the Money Transfer Request and may, at our sole discretion, reject a Money Transfer Request or set limits on Money Transfer Requests, including the number of Money Transfer Requests made by you or the amount (in aggregate or otherwise) of a Money Transfer Request. If we reject a Money Transfer Request, you may be notified of such rejection by mail, telephone or through your online account. We are not obligated to re-execute a Money Transfer Request. You acknowledge that we do not guarantee the Money Transfer Request. You confirm that any Money Transfer Request will be made on your behalf and not on behalf of any third party.

If the details of the parties bearing our charges or the agent bank are not indicated, our charges will be borne by you and intermediary or agent bank charges will be borne by beneficiary. We are authorized to debit any one of your account for fees and charges in connection with a Money Transfer Request. You agree that we will not be liable for any deduction made by an intermediary or agent bank.

We may take customary steps for the money transfer and will be free, on your behalf, to transfer or procure the transfer of funds by mail, telex, cable, SWIFT or any other means as it deems fit and to make use of any intermediary bank, correspondent, sub-agent or other agency, but in no case will we or others be liable for interruptions, omissions, human or mechanical errors or delays occurring in the electric transmission, wire, cable or mails, or on the part of any postal authority, telegraph, cable or wireless company, or through any other cause. We, through our correspondents or agents or otherwise, may send any message relative to this transfer in explicit language or in code. You agree to be bound by any rules or regulations that apply to the payments systems used in connection with the Money Transfer Request.

Payment of transferred funds are also subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, any of our liability with respect to the payment of the transferred funds will not exceed in any case the extent to which payment is allowed in the currency in which the transferred funds are to be sent under any government or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of the Euro, the European Union or any of its member countries, at the time the payment instructions are received or are to be carried out. Neither we nor our correspondents or agents will be liable for any delay or loss caused by or as a result of any act or order of any government or government agency or the failure of any clearing, settlement or payment system or statute, regulation or any other causes.

We may at our discretion convert into foreign currency the funds received from you, at the rate as we determine at our discretion on the day such funds are received or cleared pursuant to our hold period policy. Our statement in writing, whether by transaction record or otherwise, that it has effected such conversion will be conclusive.

If a refund of the amount of the transferred funds is desired from us, such refund will be made, at our discretion, to or from you, at the prevailing buying rate for the applicable currency on the day of refund in question, less all costs, charges, expenses and interest (where applicable), provided that: (i) none of the events specified below

have occurred in respect of the currency in question, and (ii) we are in possession of the funds for which the payment instruction was issued, free from any exchange or other restrictions.

We will have no responsibility for or liability to you or any other person for any reason for any diminution in the value of funds due to exchange loss, taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any kind, exercise of governmental or military powers, wars, strikes or other causes beyond our control. In addition: (i) if the currency's country of origin restricts availability, credit or transfers of such funds, we will have no obligation for any reason to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency and (ii) if any matter related to EMU (European Economy and Monetary Union) (including the disbanding of EMU, the withdrawal of one or more participating states from EMU or any charges in the composition of participating states) which restricts availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for us to perform our obligations in respect of Euro funds, we will have no obligation to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency.

## **6. Mobile Cheque Deposits:**

Where the service is made available to you, you may deposit eligible paper cheques and bank drafts to an eligible Account by taking a picture of the front and back of the cheque or bank draft with your mobile device and sending the image to us.

You will only deposit a cheque or bank draft that is payable to you directly, in Canadian dollars, drawn on a Canadian financial institution. We do not accept cheques or bank drafts that are payable to someone else and endorsed to you. You will only deposit the cheque or bank draft to a Canadian dollar Account. The cheque or bank draft must be in the standard format approved by Payments Canada. Your image must include all information we require including the date, drawee institution, payee, amount in words and figures, signature of the payor, cheque number, and magnetic ink character recognition information. All of the information must be legible in the image. You will only create images from the original cheque or bank draft. You will not deposit a cheque or bank draft that is post-dated, stale-dated, or altered in any way, or that has previously been deposited. You will endorse the cheque or bank draft on the back before deposit.

Your cheque or bank draft is considered received by us when you receive a successful 'deposit complete' message. Funds will then appear in your Account, but any of our policies to hold funds may apply. When the deposit is completed, you will write "deposited" across the front of the cheque or bank draft. You will not attempt to redeposit or negotiate the cheque or bank draft. You will keep the cheque or bank draft for 90 days and provide it or a replacement image to us if we ask for it. You will destroy the cheque or bank draft within 30 days after the 90-day period.

We may set limits and change the limits on the number and amount of deposits. Service fees may apply. When you create an image, you are acting as our agent for the limited purpose of creating the image. You will not delegate this role to anyone else. Any image that you create will be treated for legal purposes just as if we had created the image. Each image we accept will be treated as an eligible bill under the Bills of Exchange Act (Canada) and each image is subject to the applicable Payments Canada rules. We may from time to time impose additional rules governing the cheques and bank drafts we accept and your use. Each image we receive will have the same effect as if the original cheque or bank draft was delivered to a branch for deposit.

You grant to us, and to our clearing agents and other team members, all consents and rights necessary to provide the mobile cheque deposit service, and to deposit and clear eligible cheques and bank drafts using the images and associated data (which may include your Personal Information).

We may, in our discretion, reject any item. We may provide you with immediate credit and attempt to collect payment on the cheque or bank draft. If the cheque or bank draft is returned to us unpaid, we may reverse the credit and any interest paid on that credit. If the deposit amount does not match the amount of the image, we may

adjust your Account to reflect the amount on the image. You will be responsible for any costs to obtain a replacement cheque or bank draft, if required. We are not responsible for any damages suffered by you or any

other person resulting from a rejected or returned cheque or bank draft, the delayed or improper crediting of a cheque or bank draft, or inaccurate information you provide to us regarding a cheque or bank draft. We may suspend or terminate your use of mobile cheque deposits at any time, with or without notice.

### **7. Electronic Transfers:**

Where the service is made available to you, you may use digital funds transfer services provided by us in association with third parties such as Interac E-Transfer to send and receive money using Digital Banking Services. To send money using our digital money transfer services, you must provide the recipient's email address, device phone number or other information, and you must have consent to provide such information. You must complete all requirements of the process for making and receiving transfer services. We may pay a transfer to anyone who claims it as the recipient and correctly answers applicable security questions or other verifications, whether or not that person is the person you intended to receive the transfer. We will not be liable for losses you incur as a sender or recipient of money using our digital money transfer services, including losses resulting from funds being received by someone other than the intended recipient or delay or error in processing by the third party.

### **8. Third Party Services or Software:**

We may make services provided by third parties available to you. The third-party services are optional and offered for your convenience. Any third-party service is provided by the third party, and not by us. You assume all risks associated with using any third-party service, and we have no liability to you in respect of any third-party service. Any dispute you may have relating to a third party service must be resolved between you and the third party, without our involvement. If a third-party deals with us in its provision of services to you, the third party is acting as your agent and not ours.

Where there are links from our website or within Digital Banking Services to any third party's website, we do not make any representations about, do not endorse, and are not responsible for any losses relating to, the third party or the third party's website, products, services or privacy policies.

If we use third-party service providers to assist us in providing software, you accept that the software comes "as is" and you assume the entire risk for the performance of the software. Third party service providers will not be liable to you for any damages resulting from your use of the software, under this Agreement or otherwise.

### **9. Availability of Digital Banking Services:**

The availability of Digital Banking Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to us and third parties. We do not guarantee and are not obliged to provide continuous or uninterrupted access to Digital Banking Services. We are not liable for any interruption claims.

### **10. Your Liability for Digital Banking Services:**

You are responsible for: (i) providing the correct information to complete all Digital Banking Services; (ii) ensuring the Account contains sufficient funds to complete the relevant transaction in connection with the Digital Banking Service; and (iii) complying with all policies and procedures imposed by third parties, Payments Canada or any other association governing payments in Canada. Each instruction and transaction effected by you through the Digital Banking Services irrevocably authorizes us to act in accordance with such instructions. You will be responsible for any and all charges and fees resulting if any instructions are not authorized for any reason, including for insufficient funds.

## **11. Bank Liability for Digital Banking Services:**

- (a) We are not responsible for errors in the amount or destination of any payments. We do not guarantee payments made by you using Digital Banking Services and are not liable for any losses or damages arising as a result of a missed payment or errors in the amount or destination of the payment made in connection with Digital Banking Services. We are not liable for: (i) failure of any third party to process any instructions you requested or (ii) any fees charged to you by a third party in connection with such instructions.
- (b) We are not responsible for and we will not reimburse you for any losses to your Account if:
  - (i) you do not comply with any instructions we may provide to you in connection with Digital Banking Services;
  - (ii) you engage in any fraudulent, criminal or dishonest acts related to Digital Banking Services;
  - (iii) you access Digital Banking Services via a device that you know or reasonably should know contains software or defects that have the ability to reveal or otherwise compromise any of your Login Details;
  - (iv) you carry out the transaction, including if the transaction is a result of any mistake, error, omission, inaccuracy or other inadequacy of, or contained in any data or information that you give to us;
  - (v) you share any of your Login Details; or
  - (vi) you consent to, contribute to or authorize a transaction in any way.
- (c) Regardless of any representation we make regarding the date of payment, we will not be liable in any manner for the consequences, including for losses or damages or inconvenience that you may incur as a result of any failure or delay in payments made using Digital Banking Services, including where you are unable to access or use the Digital Banking Services as a result of any failure, error or malfunction, even where such failure, error or malfunction is a result of negligence of us or our employees, agents or representatives, or results from any regulatory verification process, processing by an agent or third party, legal constraint, interruption of transmission of communication facilities, internet failures or outages, equipment failure, war, terrorism, pandemic events (including the fear of contracting an illness), emergency conditions or other acts of God or circumstances beyond our control. Under no circumstances will we be liable for any damages, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss arising in connection with exchange rates, loss of revenue, interruption of business or any loss of any kind and whether sustained by you or by any other person.

## **D. GENERAL TERMS**

### **1. Use of Other Providers:**

We may use the services of any bank, trust company, courier service or other entity as our agent, and use third party systems and other providers, as we may deem necessary in connection with fulfilling our obligations to you. We are not liable to you for any act or omission of our agent. We are not liable to you for a failure of our service providers or third-party systems, due to any cause beyond our reasonable control, including any loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in possession of an agent, service provider or third party systems.

### **2. Instructions and Communications:**

You are responsible for providing us with your current address, phone number, fax number and email address and inform us of any changes immediately. We will communicate with you by regular postal mail, telephone, fax, or Electronic Communication to the last known address, phone number, fax number or email address as provided by you. We are entitled to rely and act on any communication provided for in this Agreement, without any further

investigation, as valid authority to act on behalf of you. We will not be responsible for the security, privacy and confidentiality of any communication, including Electronic Communications, used by you, and you agree to assume all responsibility for using any communication method, including Electronic Communications, including interception, unauthorized access, loss or alteration of such communication or Electronic Communication.

We will send you written notice or any communication by mail to the last address or contact information shown in our records. You accept and acknowledge that we consider that you are deemed to have received the notice or communication of Regulatory Disclosures and any other disclosure that the Bank is required to provide in accordance with the Bank Act or any other legislative or regulatory requirement by mail five (5) business days after the postmark date when sent by us even if you do not actually receive them

You authorize us to accept, and you agree to be responsible for, any verbal or electronic instructions given by you through an Electronic Banking Service or a Digital Banking Service to the same extent as if you had given signed, written instructions to us. We may record all telephone calls that relate to the use of or include instructions for using Electronic Banking Services or Digital Banking Services.

You agree to use Digital Banking Services to review the Accounts and transactions at least once monthly. You are deemed to receive an electronic statement each time that you do so. Notifications and other documents in digital or electronic form we provide to you is deemed to be received by you when they are posted and available to you through Digital Banking Services, or when they are sent by SMS text message or by email.

### **3. Consent to Electronic Notice, Regulatory Disclosures, Documents and Information:**

You consent to and designate each of our internet banking, mobile banking application and website at <https://ca.statebank> as your designated information system and acknowledge and consent to receiving Electronic Documents, including: (i) notices of new fees or charges for the use of the Account, Electronic Banking Services or Digital Banking Services; (ii) changes regarding interest rates, fees, and charges; (iii) Account statements and transaction records; and (iv) Regulatory Disclosures and any other disclosure that the Bank is required to provide in accordance with the Bank Act or any other legislative or regulatory requirement. This consent replaces all other terms and conditions and consents between us and you.

Please note that: (i) the consent to receive Electronic Documents may be revoked or you may choose other options at any time by contacting us; (ii) it is your responsibility to inform us of any changes to your contact information relating to the use of our website or Digital Banking Services; (iii) we will make Electronic Documents available to you for the time period specified on our website and it is your responsibility to save a copy of all Electronic Documents for future reference; and (iv) your consent takes effect concurrently with your acceptance of this Agreement.

### **4. Service Charges:**

We may charge and you will pay our normal service charges for the operation of the Account, Electronic Banking Services or Digital Banking Services and for any services of the type requested, as disclosed to you, or notified by us from time to time on our website. You will also pay the service charges of any other financial institution that are imposed as a result of any Electronic Banking Service or Digital Banking Service. We may debit all service charges to the Account accessed through the Electronic Banking Service or Digital Banking Service. If you do not have enough money in the Account to cover the service charges, they may be charged to any other Account you may hold with us, or the Account may be overdrawn. A list of current service charges is made available through our branches and our website at <https://ca.statebank>.

### **5. Resolving Disputes:**

We are not responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from merchants or others through an Electronic Banking Service. You will resolve any dispute directly with the merchant or other party involved. If you have a problem regarding a transaction completed through an Electronic Banking Service or Digital Banking Service that is posted to the Account, you may call 1-866-SBIC-NOW to place a trace on the transaction. After you have reported an unauthorized transaction, we will attempt to

resolve your issue within 10 business days. If required during investigation, we will agree to restore the funds against a signed written indemnity. (Note: This may result in a temporary suspension of the 10-day time limit, until the requested information is received.)

#### **6. Lost or Stolen Card or Compromise of Security:**

You will notify us by calling 1-888-277-1043 immediately if you suspect or know: (i) your Card is lost or stolen, or someone has used it other than you; (ii) your PIN has become known to someone else; or (iii) your Login Details have become known to someone else. You will not be liable for any transactions resulting from the loss or theft of the Card or compromise of PIN or Login Details that occur after the time you notify us about the loss, theft or compromise. If you require a new Card, you must attend at a branch to make your request.

We may also make available functionality through certain of our Digital Banking Services to put temporary locks on Cards. While locked, a Card cannot be used to make transactions, although pre-authorized transactions will continue to be processed. Locking your Card does not limit your obligation to notify us of any lost or stolen Cards.

#### **7. Currency Exchange Indemnity:**

Any conversion from one currency into another in connection with your use of the Account or Digital Banking Services will be effected in such manner as we may in our sole discretion determine and at our then prevailing rate of exchange.

#### **8. Limitation of Liability and Indemnification by You:**

We are not responsible for any losses, costs, damages or any failure to obtain any profit in connection with this Agreement or your use of your Account or with any other of our products or services, without limitation and however caused, unless we were grossly negligent. If we were grossly negligent, you will not hold us liable for any indirect, special or consequential damages, or lost profits.

We will not be liable under any circumstance for the failure, malfunction, delay of any system, equipment or third party, for circumstances outside of our control, or in connection with any action or inaction on your part relating to your obligations under this Agreement. We will not be liable to any third party for any loss or claim arising from your breach of this Agreement. We will not be responsible for any penalties, fees, interest, costs or damages imposed upon or suffered by you with respect to any payments or for our inability to retrieve electronic payments from third party accounts with us or from other financial institutions. You will be responsible for any loss, cost or liability (including reasonable legal charges) incurred by us as a result of your failure to comply with this Agreement. You agree to indemnify us against any claims, costs or liabilities incurred by us in connection with any services provided by us to you or any other dealings between you and us, including any claim or liability resulting from our endorsement on any Instrument, arising out of any unauthorized transactions or Instruments.

#### **9. Changing this Agreement, Our Service Charges and Our Services:**

We may change: (i) this Agreement; and (ii) the fees, charges, holding policies and other conditions of the Account, Electronic Banking Services or Digital Banking Services. We will notify you of any changes as required and permitted by law. Such changes will be effective on the date set out in such notice. If you use the Account, Electronic Banking Services or Digital Banking Services or keep a Card (including a renewal or replacement card) after we send or post a notice, or you otherwise receive an Electronic Communication with respect to any changes you will be deemed to have accepted the changes.

We may, from time to time, offer you Additional Services. We will disclose any additional terms and conditions relating to the Additional Services as required and permitted by law. If you use the Account, Electronic Banking Services or Digital Banking Services in connection with the Additional Services you will be deemed to have accepted such additional terms and conditions.



## **10. Account Closure, Agreement Termination and Services:**

We may close the Account, terminate the financial or other services or cancel any Card, PIN or Login Details that are provided to you in connection with the Account, Electronic Banking Services or Digital Banking Services, without notice, for any reason in our sole discretion, including if you breach any provision of this Agreement or any applicable laws, or if we determine, in our sole discretion, that there is any improper use of the Account, Electronic Banking Services or Digital Banking Services. We do not warrant or covenant that any particular service will be available to you.

You may close your Account at any time, by submitting a signed request at one of our branches. Account closure requests must be signed by you and all Joint Account holders. Unless otherwise provided in this Agreement or agreed to by us, you may cancel any Electronic Banking Service or Digital Banking Service by notifying your branch in writing.

The closing of an Account will not affect any transactions to the Account that arose prior to the time when the Account was closed. You must fulfill your obligations under this Agreement and comply with any Account closure requirements, including any restrictions or prohibitions on withdrawal of term deposits prior to maturity. You are not relieved of your obligations until all amounts owed to us, including interest, service charges and costs, have been paid in full.

When your Account is closed, we will pay any balance, less outstanding or applicable fees and charges, in the Account to you by way of Instrument, delivered to the last known address for the Account. On the closing of a Joint Account, we will pay any balance, net of outstanding or applicable fees and charges, in the Account to you by way of Instrument, delivered to the last known address for the Joint Account.

## **11. Dormant Accounts:**

An Account will become dormant if you have not initiated any transaction for a 24-month period (a “**Customer-Induced Transaction**”), namely a deposit to, withdrawal from, or a cheque written on, your Account, or making any transfers to or from your Account, whether at a branch, ABM, Digital Banking Service or by a money transfer transaction. Dormant accounts are subject to service fees as disclosed to you or notified by us from time to time on our website. If your Account remains dormant after we provide notice to you, and your Account balance is zero, we may close your Account without any further notice to you. You will not be able to use your Card at an ABM or make any Digital Banking Service transfers or remittances when your Account is dormant, until you reactivate your Account at a branch. We will remit any unclaimed balances in your Account to the Bank of Canada pursuant to law if your account has not had a Customer-Induced Transaction for ten years.

## **12. Rights and Obligations of Successors:**

We may assign this Agreement without your consent. All our rights hereunder will enure to the benefit of our successors or assigns and all your obligations will bind your heirs, executors and administrators and their successors and assigns. You may not assign this Agreement.

## **13. Intellectual Property:**

We are the owner of all intellectual property rights subsisting on each website page, mobile device, statement and any other content or documentation made available to you. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on our services are our property. No part of any content of the Digital Banking Services may be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form, without our express written permission. The only exception is for personal and non-commercial use (including viewing, printing or archiving of electronic copies of your Digital Banking Services activities), that is otherwise in accordance with

the terms of this Agreement and as we may further instruct you. Nothing in this Agreement or on any page accessed through Digital Banking Services is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

#### **14. Anti-Money Laundering and Anti-Terrorist Financing:**

The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) applies to the operation of your Accounts and the provision of our services. We will from time to time adopt policies to address the reporting, recordkeeping, client identification and other requirements of that legislation, and you consent to us conducting such activities, including background checks, as we may consider necessary for the purpose of complying with our obligations under that legislation.

You will not allow another person or entity to use your Accounts or our services, and you will not use your Accounts or our services on behalf of or on the instructions of another person or entity, except to the extent we have agreed to their use of the Account or our services in that manner.

#### **15. Reporting of Information to Other Jurisdictions/FATCA:**

All banks in Canada are required to collect certain information about their clients. We may collect this information from you or otherwise obtain it from publicly available sources or third-party service providers, as deemed appropriate. We may be required to report certain information to the Canada Revenue Agency, which information may be reported to the government of a foreign jurisdiction of which you are a resident for tax purposes, including pursuant to the Intergovernmental Agreement, a tax information sharing agreement with the U.S. government under the existing Canada-U.S. Tax Convention, the *U.S. Foreign Account Tax Compliance Act* (FATCA), and any other applicable laws. You must immediately advise us if your residency or citizenship changes during the term of this Agreement.

#### **16. CDIC**

We are a member of Canada Deposit Insurance Corporation (“**CDIC**”). CDIC insures eligible deposits you may make with us, subject to maximum coverage limitations. For more information on deposit insurance refer to our website, or call CDIC at 1-800-461-2342 or visit the CDIC website at <https://www.cdic.ca>.

#### **17. Governing Law:**

This Agreement will be governed by and construed in accordance with the laws of the province in which your Account branch is located, and the federal laws of Canada applicable in such province.

#### **18. Problems or Concerns:**

You may visit your local branch or office or call us at 1-866-SBIC-NOW and tell us about the problem or concern in the way that is most convenient for you. For a more detailed overview of how to contact us with regard to an individual transaction, privacy or consumer protection complaint, please obtain a copy of the SBIC Banking Guide at a branch or through our website at <https://ca.statebank>.

#### **19. Cancellation Period:**

You may contact us to cancel your account (all types of Chequing/Savings and GIC accounts) up to 14 business days without any fees and charges following the account opening date or maturity date of the previous investment unless otherwise specified in the terms and conditions specific to a product or service.

#### **20. Balance Alerts:**

We shall electronically provide you with an alert called a “Balance Alert” when the balance in your account falls below a certain threshold amount. You may designate the amount that will trigger a “Balance Alert” to be sent to you by telling us through online or branch channels. Otherwise, the threshold that will trigger a “Balance Alert” is CAD \$100 (or the

equivalent in the currency of your account) You may choose to opt out of receiving Balance Alerts by contacting the bank in writing through branch or online channels.

**21. Promotional Offers:**

Occasionally, we may make special offers from time to time for which you may qualify. Any such offers are time-limited, and there may be additional applicable terms and conditions that apply to each offer. When you agree to any additional terms and conditions associated with such offers, those terms and conditions will be deemed to form part of this Agreement.