

Enrolment Terms & Conditions

President's Choice Bank

Electronic Access Agreement

This Electronic Access Agreement applies to you when you register to access and use any Electronic Service with us.

The following terms and conditions will apply to the Electronic Services for your Accounts.

1. Definitions

There are a few important defined words and what we mean when we use them. When these words are capitalized it indicates we intend them to have the meaning described in this definitions section. The words 'you', 'your', 'we', 'us' and 'our' will always have the meaning described below even when not capitalized. In this Agreement:

“Account” means the account for any product or service provided by us to you including any credit card or any personal deposit account you have with us that can be accessed through the Electronic Services.

“Account Agreement” means any and all agreements that contain terms and conditions that apply to an Account, such as the President's Choice Financial Mastercard Cardholder Agreement, as amended from time to time.

“Account Management Services” means the use any of our Account management tools and services offered from time to time as part of the PC Financial Website which allow you to perform administrative functions, including actions on your part such as to activate your Card, change the PIN on a Card, add Additional Cardholders, update personal information and preferences, set up and change alerts and any other electronic financial tools and services which we may offer to you from time to time to use in connection with your Account, Card, PIN and/or your Authorization Credentials.

“Additional Cardholder” (also sometimes called an “Authorized User”) means a person who has been issued a Card on an Account at the request of the Primary Cardholder of the Account.

“Agreement” means this Electronic Access Agreement, as amended from time to time.

“Authorization Credentials” means each combination of numbers, symbols and letters or other identifying criteria that you will be required to create and use to confirm your identity, authorize transactions and access and use an Electronic Service.

“Card” means the access card, debit card or the credit card that is issued by us to you, and that is associated with an Account. “Card” also includes the Card number or a combination of numbers or letters that we may allow you to select as your username in place of a Card number to access and use an Electronic Service, as well as any version of the Card stored in any Electronic Access Device that we allow you to use to access an Electronic Service.

“Electronic Access Device” means a smart phone, tablet or any other wireless computing device, personal computer, mobile wallet or any other electronic device that we allow you to use to access Electronic Services.

“Electronic Services” are any services provided by us now or in the future, through which we allow you to access any of your Accounts, conduct transactions, and/or manage any of your Accounts through an Electronic Access Device.

“PC Financial Website” means the website we make available to our customers that relate to our products and services from time to time.

“Passcode Lock” means the passcode lock or password that you create to access any Electronic Access Device.

“PIN” means your Personal Identification Number that you create and is associated with your Card.

“Primary Cardholder” means the person in whose name an Account exists and who is responsible for the Account.

“We”, “us” and “our” mean President’s Choice Bank and its affiliates.

“You” or “your” means the individual who enrolls in this Agreement.

2. Use of your Card, Electronic Services & Additional Cardholders

The Card, PIN and your Authorization Credentials are used to identify you and to access an Electronic Service. By using of any Electronic Service, whether as a Primary Cardholder or an Additional Cardholder, you agree to the terms of this Agreement. You will use Electronic Services in accordance with the terms in this Agreement or as we may otherwise communicate to you from time to time. You will not use Electronic Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Electronic Service, or cause harm to or threaten to harm any other user of Electronic Services. In the event of any conflict between this Agreement and any other Account Agreement, the Account Agreement will prevail to the extent of any inconsistency.

You authorize us to accept, all express verbal or electronic instructions given by you through an Electronic Service to the same extent as if you had given written instructions to us.

You agree to keep the information about you on the PC Financial Website up to date, including your address, e-mail address, and telephone number. We rely on this information to communicate with you, and to deliver materials to you from time to time. For instance, if you require a replacement of a Card, we will mail the Card to your address on file and need your current mailing address to execute on services such as these. If you have selected electronic communications from us, you are required to maintain an up to date e-mail and mailing address with us at all times.

You acknowledge that all Additional Cardholders on any Account may, in the use of any Electronic Service, view, obtain or be provided with information about that Account, including all transactions in relation to all Cards issued on the Account, balances, and available credit. Additional Cardholders will be able to have access to information about the Account, including viewing monthly electronic statements and all of the transactions posted to the Account on an ongoing basis. You cannot limit, restrict or reduce the access available to an Additional Cardholder. You also agree that any other Additional Cardholder has the same degree of access to the Account as listed in this section, and each Additional Cardholder will be able to access the activity of each Additional Cardholder in the manner described herein.

3. Selecting your PIN and creating your Authorization Credentials

- (a) **Selecting Your PIN:** You may select a PIN that is associated with your Card through the PC Financial Website when your Card is issued, or at any other time. Selecting a PIN for your Card will enable you to perform transactions with your Card.
- (b) **Authorization Credentials:** You will also be required to create Authorization Credentials in order to access and use certain Electronic Services.

4. Security and Confidentiality

You are responsible for maintaining the confidentiality and safekeeping of your Card, PIN, Authorization Credentials, Passcode Locks and any Electronic Access Device that you use to access an Electronic Service.

Your responsibilities include:

- keeping your Card and any Electronic Access Device secure;
- keeping your PIN and Passcode Locks separate from your Card and Authorization Credentials;
- not establishing PIN or Passcode Lock combinations or the creation of Authorization Credentials that are easy to guess such as your name, birthday, phone number, address, Social Insurance Number, etc.;

- not disclosing your PIN, Passcode Locks, Card information, or Authorization Credentials to anyone else at any time, including to a family member, friend or financial institution employee;
- taking all reasonable precautions to ensure that no one finds out your PIN, Passcode Locks or Authorization Credentials on your Electronic Access Device or while keying it in or logging into an Electronic Service; and
- logging out of the PC Financial Website when you have completed using an Electronic Service. We are not responsible for instances where you have not logged out.

5. Lost or Stolen Authorization Credentials

You will notify us immediately if an Electronic Access Device is, or you suspect is, lost or stolen, or has been compromised.

You may notify us by calling us at toll free at 1-866-246-7262, the number on the back of your Card, or by using the PC Financial Website.

You will not be liable for any transactions resulting from the loss or theft of your Card or unauthorized use of your PIN or Authorization Credentials that occur after the time you notify us about the loss, theft or compromise.

If you believe you have misplaced your Card, you may also request a freeze of your Card on the PC Financial Website. Freezing of your Card will prevent further transactions from being placed to your Card.

6. Your Liability for Transactions

You are responsible for the full amount of all transactions on your Account authorized by you whenever you use your Card, PIN or Authorization Credentials to access an Electronic Service including if:

- you voluntarily allow another person to use your Electronic Access Device to access an Electronic Service;
- you fail to notify us as soon as your Electronic Access Device has been lost, stolen or misused, as described in section 5 above; or
- you fail to comply with the terms of this Agreement.

We will not hold you liable for transactions completed through an Electronic Service where it can be shown that you have been a victim of fraud, theft or have been a victim of undue force or intimidation provided you report the unauthorized incident to us promptly and cooperate fully in any subsequent investigation and you have not contributed to such unauthorized transaction.

7. Trusted Devices

You may elect to identify up to 10 devices, such as laptop computers, desktop computers, and mobile devices as trusted devices. When you login to the PC Financial Website, we will ask if you would like to select the Electronic Access Device you are using as a trusted device. We will record the device ID from any device you select as a trusted device on our records in order to identify the device when you log into the PC Financial Website. You may advise us that you do not wish to maintain the trusted devices you had previously identified.

When you do not access the PC Financial Website from a trusted device, we may request additional information from you prior to granting you access to the site. We may request a two-factor authentication and send you a one-time passcode to you via email or as a text message when you do not log-in from a trusted device. We may also request a two-factor authentication from you from time to time, such as when you request to log-in from a new geographical location, make changes to your personal information or request certain transactions on the PC Financial Website.

8. Changes to Our Services, Our Charges and Termination of this Agreement

We may add to, remove or change, cancel, suspend or terminate any part or feature of any Electronic Service or this Agreement related to the use of such Electronic Services from time to time and for any reason, all with any notice required by laws that apply to us under this Agreement. We may establish limits, dollar or otherwise, from time to time that apply to your use of Electronic Services and may change these at any time.

We can notify you that we are making changes to this Agreement by including a message on any statement that we mail you, by posting a notice on our website, or by otherwise sending you notice (written or electronic). You agree to be bound by such revised Agreement, which shall be effective once we have provided such notice. The revised Agreement will be posted online on the PC Financial Website. You also agree to check the PC Financial Website from time to time for revisions to this Agreement.

We may cancel your Card, PIN or Authorization Credentials, terminate this Agreement, or suspend or refuse to provide any Electronic Service without notice to you. In all cases, you still must fulfill all of your obligations under this Agreement and any applicable Account Agreement.

Our failure to exercise any of our rights does not mean that we cannot or will not exercise those rights on another occasion.

9. Service Charges

While there are currently no service charges for the Electronic Services used by you, we may institute service charges in the future. If service charges are instituted by us, the service charges will apply at the time you use the particular Electronic Service. The amount of any such service charges will be posted on the PC Financial Website. You will pay the charges of any other financial institution that are imposed as a result of any Electronic

Service that you may use. We may debit your Account accessed through the Electronic Service for any applicable service charges. Our service charges are subject to change from time to time.

10. Your Right to Cancel Any Electronic Service

Unless otherwise provided in this Agreement, any other agreement applicable to the Electronic Service or agreed to by us, you may cancel any Electronic Service by notifying us. In all cases, you still must fulfill all your obligations under this Agreement or other applicable agreement.

11. Severability

If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement still apply.

12. Governing Law

This Agreement will be governed by and interpreted in accordance with Canadian law. The courts in the Canadian province or territory in which you reside will have exclusive jurisdiction over any disputes arising in connection with the Account or this Agreement.

13. Language

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

14. Consent to the Collection, Use and/or Disclosure of Your Information

When you use an Electronic Service on your Electronic Access Device, including when you log-in to the PC Financial Website, we may collect information about your Electronic Access Device including IP address, operating system, internet connection or telephone account, settings and locational data, as well as other information such as transaction data, online activity related to your use of the Electronic Services. Some of this information is collected via a "cookie", which is a piece of data that a web server creates when you visit a website. This data is typically encoded information about how and when you use a website. It may be placed on your Electronic Access Device in the form of a small text file. We collect, use and disclose this information for a variety of purposes as described in the Loblaw Company Limited Privacy Policy ("Privacy Policy") located at <https://www.loblaw.ca/en/privacy.html>, including to determine which settings are appropriate for your Electronic Access Device; provide or enhance digital functionality and banking options; identify connectivity (such as whether or not you are connected to a mobile or wireless network) and location of your Electronic Access Device; security and fraud detection and prevention purposes; assess the effectiveness of our advertisements (which may be hosted on third party web sites); and customize the Electronic Services.

You may withdraw your consent to the collection, use and disclosure of this information in the manner described in our Privacy Policy, although in some cases this may reduce the functionality of, or may prevent you from effectively using, some Electronic Services.

15. Our Use of Online Behavioural Advertising

We will collect information on your internet browsing of the PC Financial Website to determine which products and services of this site may be of interest to you. We may provide you with information, which may include promotional offers about our products and services based your browsing of the PC Financial Website.

You may see advertisement banners for our products and services on the PC Financial Website and on third-party websites, and search engines that you use such as Google, based on your internet browsing activity.

We may use your e-mail address or other information you have provided us to identify you on social networking websites you use such as Facebook and Instagram and deliver personalized advertisements and messages to you via those platforms. You may opt-out of this use of your information in the manner described in our Privacy Policy. You may also remove any advertising from us directly on social network(s) that you use who offer this feature.

This section should be read in conjunction with the Loblaw Companies Limited Privacy Policy (the “Privacy Policy”) which gives more information on how we collect, use and disclose the personal information you provide to us online.

16. Financial Alerts

The PC Financial Website provides an optional service where we can notify you via email, text message, and mobile phone push notifications if activated by you, with certain information about your Account that is pre-set by you. For instance, you can request to be notified to receive a text message every time that a purchase is made on your Account over a certain monetary threshold. Additionally, we will send you a notification to your communication channel of preference if we suspect any fraudulent transaction or activity has been posted to your Account. Please review the terms and conditions of the Financial Alerts provided by President’s Choice Bank at https://www.pcfincial.ca/docs/default-source/legal-stuff/alerts_terms_en.pdf

Electronic Communications Consent and Agreement

You can view and save the electronic version of your monthly statements and other legal documents pertaining to your President’s Choice Bank financial products and services, electronically online from anywhere you have Internet access.

Once you enrol in the electronic delivery of communications, you will no longer receive printed account statements in the mail, and will receive email alerts when your account statements are ready or when there are notices or amendments to legal documents related to any of your financial products or accounts with us that we are providing electronically. The email alerts may include a link to access those documents.

The following terms and conditions will apply to the electronic delivery of Communications for your Accounts.

1. Definitions

In this Agreement:

“**Account**” means the account for any product or service provided by us to you including any credit card or any personal deposit account you may have with us.

“**Account Agreement**” means any and all agreements that contain the terms and conditions that apply to an Account, as amended from time to time.

“**Agreement**” means this Electronic Communications Consent and Agreement, as amended from time to time.

“**Communication**” means any Document or Statement.

“**Document**” means any document, disclosure, notice, communication or other information that is provided to you, other than a Statement (but which may be included with your Statement). Documents may include legal or regulatory notices about an Account including fee, interest and other rate changes, statement notification alerts, secure messages, or other communications provided by us including information of a marketing or promotional nature.

“**Email Notification**” means the email you requested we send to you, at the email address you have provided us, notifying you of the availability of Communications in the Link. From time to time, the Communication may be wholly contained within the Email Notification.

“**Link**” means any link which may be included in an Email Notification which will direct you to Communications that have been provided to you electronically.

“**PC Financial Website**” means the website we make available to our customers that relate to our products and services from time to time.

“**Statement**” means the statement for an Account that we provide to you, usually on a monthly basis, as described in any Account Agreement.

“We”, “us” and “our” mean President’s Choice Bank and its affiliates.

“You” or “your” means the individual who enrolls in this Agreement and is entitled to receive Communications with respect to an Account.

2. Consent to Receive Communications Electronically

Communications will be provided to you electronically through the Link, or within the Email Notification. As a result, Communications may no longer be mailed to you. You may revoke your consent to receive Communications electronically at any time as described in Section 4 of this Agreement. Communications delivered electronically may be presented as PDF files and may require you to have the necessary software installed on your computer. We do not own or operate, and are not responsible for, any software used by you.

In connection with any Account which is jointly held, you represent and confirm to us that you have the approval and consent of your joint account holder(s) to enter into this Agreement on their behalf.

3. Review of Communications; Email Notifications

You will promptly and carefully examine the transactions that appear on your electronic Statement and notify us in writing of any errors or omissions on the Statement. If we do not receive such notice from you of any errors or omissions within 30 days of the date of the Statement, the Statement will be regarded as final (except for improper credits).

You agree that it is your responsibility to access all Communications and to login to your online Account to review your Account(s) on the PC Financial Website on a regular basis to determine if any Communication has been provided to you. We are not responsible if you do not receive an Email Notification from us or you are unable to access any Link. It remains your responsibility to review the PC Financial Website whether or not you have received such Email Notification.

This Agreement does not replace, but is in addition to, any other agreements you have with us including, for example, any Account Agreement. You are not relieved from any obligations relating to an Account or any Account Agreement as a result of enrolling in this electronic delivery service, or if this Agreement or your PC Financial Website access is cancelled, terminated or suspended for any reason or if you are unable to retrieve or view your Communications for any reason. You are not relieved of your obligations for an Account until all amounts owed to us relating to such Account, including interest and any fees, have been paid in full.

4. Changing your Delivery Options

You may revoke your consent to receive Communications electronically and cancel this Agreement and the electronic delivery of Communications to you by notifying us through the PC Financial Website or by contacting the call centre. When you revoke your consent,

and change your delivery option from electronic to mail, your Communications will be mailed to the last mailing address for you appearing on our records.

If you change your email address for Communications on the PC Financial Website, all future Email Notifications will be sent to that address.

5. Availability of Communications

You will be able to view any Communication (except for marketing and promotional materials) that has been provided to you electronically through the Link for up to 7 years from the date of that Communication, after which time it will be automatically deleted.

Upon request, we will provide a paper copy of any Communication (except for marketing and promotional materials) that has been provided to you electronically through the Link in the past 7 years upon request, subject to any applicable fee.

All Communications made available to you through the PC Financial Website can be printed or saved by you any time while they are still available for viewing through the Link.

6. Providing Paper Communications; Your Mailing Address

We may provide you with a paper copy of any Communication by mail instead of, or in addition to, providing them electronically for any reason, including if we determine it necessary to do so for any reason or if we are unable to deliver the Communications electronically to you for any reason. You agree to continue to notify us of any change to your mailing address as you are required to do by any Account Agreement you have with us, even if you have chosen the electronic delivery method for your Account.

All Communications that we provide to you will be deemed to be received by you on the day that we post that Communication to the Link, or send an email including that Communication, even if you do not view or access the Communication for any reason.

7. Changes to and Termination of this Agreement

We may change, cancel, suspend or terminate this Agreement with or without notice unless required by law to provide you with notice, for any reason, including if you are, or we consider you in default under this Agreement or your Account Agreement or in the event of a technical or security difficulty.

Any notice required under this Agreement, including a notice of change about this Agreement, may be provided by us through your electronic Communication, the Link, or by mail at your mailing address last appearing on our records. If you access the PC Financial Website after the effective date of the change, it will mean that you have agreed and consented to any such changes.

If this Agreement is cancelled, suspended or terminated, your Communications will be provided to you by mail at your last mailing address appearing in our records.

8. No Liability

We are not responsible or liable for any damage, loss or inconvenience you may incur in connection with your electronic Communications, including the electronic delivery of those Communications. This includes, but is not limited to, if you are unable to receive, print, store or save an electronic Communication that has been provided to you; or unable to access current or prior electronic Communications as a result of any failure, error or malfunction, even if the failure, error or malfunction was a result of our negligence or the negligence of our employees, agents or representatives.

9. Governing Law

This Agreement will be governed by and interpreted in accordance with Canadian law. The courts in the Canadian province or territory in which you reside will have exclusive jurisdiction over any disputes arising in connection with the Account or this Agreement.

Please print a copy of the Electronic Communications Consent and Agreement for your records. A print-ready version is also available on the PC Financial Website under the “legal stuff” section.