



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.

You may choose to enrol in the electronic delivery of communications by selecting the checkbox below. If you choose to 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.

Please review the terms and conditions outlined below, then check the below box and click the "I Agree" button.

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 accountholder(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.

If you have read, understand and agree to be bound by the above terms and conditions and consent to obtaining all Communications electronically, check the below box, then click "I Agree".

If you do not agree, **do not** check the consent to electronic documents checkbox below and you will receive all Communications in paper form.

Please print a copy of this 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.

