



## **Interac e-Transfer® Terms and Conditions**

### **1. What this is**

These Interac e-Transfer Terms and Conditions (these “**Terms**”) are between you and President’s Choice Bank and govern your use of the Interac e-Transfer Service. If you do not agree to these Terms, you will not be able to enroll in or use the Interac e-Transfer Service.

These Terms supplement and are in addition to the terms of the PC Money™ Account Agreement you entered into when you opened your PC Money Account, and any other terms that may apply to your use of the Account, all as amended from time to time. If there is any conflict between these Terms and the terms of your Account Agreement or any other terms that apply to the use of your Account, these Terms will govern with respect to the Interac e-Transfer Service to the extent necessary to resolve the conflict. These Terms replace any other terms or agreements we may have provided to you with respect to your enrollment in and use of the Interac e-Transfer Service.

### **2. Definitions**

Just so we understand each other, here are some defined words and what we mean when we use them in these Terms:

“**Account**” means your PC Money Account, and any other account you may have with us that is eligible to participate in the Service.

“**Account Agreement**” means the agreement that governs the use of your Account and any related terms or documents, as amended from time to time.

“**Autodeposit**” means a Transfer that is automatically deposited to the designated account without requiring a correct response to a Security Question.

“**Financial Institution**” means any bank, financial services provider, payment service provider, or any other service provider participating in the Network.

“**Interac**” means Interac Corporation and its subsidiaries and affiliates.

“**Network**” means the network, operated by Interac, for sending and receiving Transfers between accounts with Financial Institutions.

“**Online Account**” means the online account you may access with respect to your Account on the PC Financial website, mobile app, or other digital channels we may offer.

“**PC Financial**”, “**we**”, “**our**” and “**us**” means President’s Choice Bank and its subsidiaries and affiliates.

**“Recipient”** means a person who has claimed or received a Transfer, including a Transfer received via Autodeposit or a Requestor whose Request Money has been fulfilled.

**“Request Money”** means a Transfer request made by a Requestor in a specified amount.

**“Requestor”** means a person who has sent a Request Money to an intended Sender.

**“Security Question”** means the question and corresponding answer that may be required to send or receive a Transfer.

**“Sender”** means a person who instructs a Financial Institution to send a Transfer, including to fulfill a Request Money.

**“Service”** means the service made available to PC Financial accountholders to send, receive, and request Transfers via the Network.

**“Transfer”** means a money transfer sent, received or requested via the Network, including by using the Service.

**“you”** and **“your”** means you, the holder of the Account and user of the Service.

### **3. Using the Service**

When you use the Service, you are instructing PC Financial to transfer funds from, receive funds to, or request the transfer of funds to your Account via the Network. Your acceptance of these Terms and use of the Service constitutes your authorization of these transactions subject to these Terms and the terms of your Account Agreement, and you agree that PC Financial is entitled to rely on any instructions as they are communicated by you in your use of the Service, including any instructions you provide in electronic form. Any fees or charges associated with your use of the Service, including fees for sending, receiving, requesting, or cancelling Transfers, will be set out in the fee schedule associated with the Account, your Account Agreement, or other terms applicable to the Account. Transfers may be authorized, requested and received in Canadian dollars only.

#### **3.1 Sending a Transfer**

To send a Transfer, you must provide the Recipient’s email address, mobile phone number or other permitted contact information and specify the intended amount of the Transfer. Depending on whether the Recipient is enrolled in Autodeposit, you may be required to set a Security Question for the Transfer. You may also be prompted to confirm the Recipient’s contact information and Transfer details prior to authorizing the Transfer. When you send a Transfer, you are responsible for the following:

- (a) you will ensure all Transfers you authorize are in the amount and to the Recipients you intend;
- (b) you will authorize Transfers only to email addresses, mobile phone numbers or other contact information you know to be correct, operational, secure and accessible only to the Recipient;

- (c) you will confirm the details you have provided regarding the Recipient of the Transfer, including verifying their email address, mobile phone number, or other contact information prior to authorizing such transfer, and will notify us immediately of any change to such contact information; and
- (d) you will ensure that the Recipient has consented to your providing us with their contact information, and our use of that information for the purposes of sending a notification and fulfilling a Transfer.

Once you have authorized a Transfer using the Service, the funds will be immediately withdrawn from your Account and an email, text message, or other notification will be sent to the Recipient's contact information you have provided. The email, text message, or other notification will identify you as the Sender, and will include your email address or telephone number, the amount of the Transfer, the name of the Recipient, and the fact that you are using the Service, and you consent to the disclosure of such information about you to the Recipient. We may change, modify or remove any of the notification methods or contents at any time without prior notice to you. It is your responsibility to ensure there are adequate funds in the Account at the time the Transfer is processed. Failure to do so may result in your Account incurring an overdraft fee, non-sufficient funds fee, or other fees in accordance with the terms of the Account.

Once you have authorized a Transfer, we will withdraw and hold the value of the Transfer from your Account until

- (a) the Recipient has claimed the Transfer, including providing the correct response to any Security Question, and the funds are deposited to the Recipient's account;
- (b) where the Recipient is enrolled in Autodeposit, the funds are automatically deposited to the Recipient's account; or
- (c) the Transfer is declined, expired as unclaimed, or cancelled in accordance with these Terms, in which case the amount of the Transfer will be returned to your Account or, at our sole discretion, deposited to any other Account you may have with us, or returned to you at your last recorded mailing address.

When a Transfer is successfully claimed by a Recipient, or where the Recipient is enrolled in Autodeposit and the Transfer is authorized by the Sender, the funds should be deposited to the Recipient's account immediately, though in some cases it may take longer.

**Once a Transfer has been claimed by the Recipient and/or the funds deposited to the Recipient's account, the Transfer cannot be stopped, cancelled or recalled.** PC Financial will not be responsible for any damages or losses you may incur as a result of an Transfer you have authorized in accordance with this section, including any incorrect or mistaken information you may provide for any Recipient or if the Transfer is claimed by someone other than your intended Recipient.

PC Financial does not pay interest on the amount of any Transfer for the period of time after the Transfer has been withdrawn from your Account and prior to the amount being deposited to the Recipient's account, or in the event of a declined, expired or cancelled Transfer, returned to your Account.

### *3.2 Securing your Transfer*

It is your responsibility to ensure that you take the appropriate precautions to ensure that any Transfer you authorize is secure and cannot be accessed or claimed by anyone other than the Recipient, including following any security steps we may require. Depending on whether the Recipient is enrolled in Autodeposit, you may be required to provide a Security Question to authenticate the Recipient of a Transfer you authorize. It is your responsibility to select a Security Question that is known only to you and to the Recipient. You further agree:

- (a) you will keep the Security Question secret, will disclose it only to the Recipient, and will not record it or write it down in any form or media;
- (b) you will not use a Security Question that is known to someone who is not you or the Recipient, or that can be easily obtained or guessed by a person other than the Recipient;
- (c) you will use unique Security Questions for each Transfer and Recipient, and will not reuse Security Questions across multiple Transfers or Recipients; and
- (d) you will not use any email, text message, or other messaging platform (including any messaging capability provided within the Service) to communicate the Security Question to the Recipient or to any other person.

You acknowledge that each time you authorize a Transfer to a Recipient, the Security Question you provide will replace the Security Question and answer for every pending Transfer to the same Recipient that has yet to be claimed and/or deposited to the Recipient's account.

PC Financial will not be responsible or liable for any damages or losses you may incur as a result of your failure to comply with this section, including any misuse or improper communication or disclosure of the Security Question, or if the Security Question can be easily guessed or obtained by a person other than you and the Recipient.

### *3.3 Monitoring your Transfer*

You are responsible for monitoring the status of any Transfers you send, receive, or request using the Service by accessing your Online Account and accessing your scheduled and pending e-Transfers and your transaction history. You agree to notify us immediately of any errors or discrepancies you discover regarding such Transfers by contacting us using the contact information provided in your Account Agreement.

### *3.4 Cancelling a Transfer*

Once you have authorized a Transfer, you may cancel the Transfer at any time before the funds have been deposited into the Recipient's account. You may cancel a Transfer by accessing your Online Account, accessing your scheduled and pending Transfers, selecting the Transfer you wish to cancel, and selecting the option to cancel the pending Transfer. **Once a Transfer has been claimed and/or the funds deposited into the Recipient's account, the Transfer cannot be stopped, cancelled or recalled.**

### *3.5 Unclaimed and declined Transfers*

Once a Transfer is authorized using the Service, the Recipient will have 30 days to claim the value of the Transfer, including providing a correct response to any Security Question, after which time the Transfer

will expire. If a Transfer expires, a notification will be sent to the Sender, and the unclaimed funds will be returned to the Sender's Account. We may change the length of time that a Recipient has to claim the value of the Transfer at any time without notice to you. If a Transfer is sent to a Recipient enrolled in Autodeposit, the 30-day period set out above will not apply and the funds will be deposited immediately to the Recipient's account.

If, after you have authorized a Transfer, we are unable to deliver a notification to the email address, mobile phone number or other contact information you have provided, we will notify you. Once you have received the notification, you may either (a) cancel the Transfer (in which case, the funds will be re-deposited to your Account or otherwise returned to you) , (b) reclaim the value of the Transfer by following the instructions provided in any notification we may provide to you, in which case the funds will be re-deposited to your Account as instructed by you, or (c) wait for the Transfer to expire and the funds returned to your Account as set out above.

If PC Financial is unable to deposit the amount of any Transfer you have authorized to the Recipient's account for any reason, including the closure or suspension of the account, a notification will be sent to you and the funds will be re-deposited to your Account or otherwise returned to you.

### *3.6 Receiving a Transfer*

As a Recipient, you will receive a notification at your email address, mobile phone number or other contact information designated by the Sender when a Transfer has been authorized to you. You may be prompted to select your Account to deposit the amount of the Transfer (including authenticating and logging in to your Online Account) and to provide a correct response to the Security Question, where applicable, in order to claim the funds. Once you have successfully claimed the Transfer following the steps above, the funds should be deposited to your Account immediately (though in some cases it may take longer). If you are enrolled in Autodeposit, the funds will be deposited to your Account without any further action on your part, including responding to any Security Question.

As a Recipient, you may elect to decline a Transfer if you are not enrolled in Autodeposit by selecting the decline option in any notification you may receive. If you select this option, the Sender will be notified and the funds will be returned to the Sender's account. Once a Transfer has been declined, it cannot be claimed and you will need to contact the Sender to request them to re-authorize a new Transfer.

### *3.7 Limits on Transfers*

PC Financial, the Network, and other Financial Institutions may set limits on your use of the Service and the Network, including the amount of funds or number of Transfers you are permitted to send, receive, or request within a given period of time. These limits may be changed at any time without notice to you. We may block, cancel, or otherwise decline to process Transfers which exceed the limits we set, or for any other reason in our sole discretion at any time.

You will not use the Service for any purpose that is unlawful, fraudulent, or contrary to these Terms, including misrepresenting your identity for the purpose of requesting or sending any Transfer or Request Money, and will not use the Service in a manner that could undermine the integrity or security of the Service or of PC Financial's products and services. You agree to cooperate with us in the investigation of any suspicious or unusual transactions or of any claims related to your use of the Service.

#### 4. Using Autodeposit

Autodeposit is a feature that may allow Transfers to be sent and received without requiring the Recipient to take any further action, including correctly responding to a Security Question, for the funds to be deposited to the Recipient's account. As a Recipient, you may enroll in Autodeposit by registering your Account and designating an email address, mobile telephone number or other permitted contact information you own and control. You may be required to complete an additional verification step in order to enroll in this feature in accordance with PC Financial's policies and procedures. Once you are registered for Autodeposit, any Transfers sent to the contact information you have designated, including in response to a Request Money, will be deposited automatically to your Account without you taking any further action. Any Senders authorizing Transfers to your email address, mobile phone number or other contact information you have designated with Autodeposit will not be required to provide a Security Question when authorizing such Transfers, and your name will be displayed to any Senders who use such contact information to send you a Transfer.

As a Sender, when you initiate a Transfer to a Recipient's contact point enrolled in Autodeposit, no Security Question will be required to authorize the Transfer. Once the Transfer is authorized by you, including in response to a Request Money, the amount of the Transfer will automatically be applied to the Recipient's account without any further action from the Recipient. **Transfers that have been authorized and sent to a Recipient's contact point registered for Autodeposit cannot be stopped, cancelled or recalled once the funds have been deposited to the Recipient's account.**

#### 5. Using Request Money

##### 5.1. Sending a Request Money

Request Money is a feature which may allow you to send a request to an intended Sender to authorize a Transfer in an amount that you specify to your Account. When you send a Request Money, we will send a notification to the email address, mobile phone number or other contact information you provide. The notification will identify you as the Requestor, and will include your name, email address, the amount of funds you are requesting, and the fact that you are using the Service. When you send a Request Money, you agree to the following:

- (a) you will provide contact information for the intended Sender that you know to be correct, operational, secure and accessible only to the intended Sender; and
- (b) you will only send a Request Money to a person with whom you have a personal or family relationship, or from whom you have obtained express consent to send the notification detailed above and such consent has not been withdrawn.

We can decline to process a Request Money or send the related notification at any time without notice to you, including if we determine the Request Money feature is being used in a manner that is abusive, harassing, contrary to these Terms, could undermine the integrity or security of the Service, or for any other reason in our sole discretion.

Once a Request Money is sent it will remain open for fulfillment until the expiry date specified when it was authorized and provided in the notification. As a Requestor, you may cancel a Request Money at any time before the request is fulfilled by logging in to your Online Account, accessing your scheduled and pending transfers, selecting the Request Money you wish to cancel, and selecting the option to cancel the Request Money. If the Request Money is not fulfilled by the specified expiry date, it will expire and cannot be fulfilled by the intended Sender.

### **5.2. Fulfilling a Request Money**

If you receive a Request Money from a Requestor (which may include yourself), you may use the Service to fulfill that Request Money by authorizing a Transfer in the amount requested to the Requestor specified. You acknowledge that by fulfilling a Request Money using your Account, you are authorizing a Transfer in the amount and to the Recipient designated in the Request Money, the same as if you had originated the Transfer yourself. Any Transfers sent to fulfill a Request Money will be handled in the manner, and subject to the same rights and obligations as set out in these Terms.

## **6. Optional messages**

We may provide you with the functionality to include an optional message with a Transfer, as a Sender, or with a Request Money, as a Requestor, which will be sent to the recipient in the notification provided for such Transfer or Request Money. You acknowledge that PC Financial is not responsible and will not review or acknowledge the content of optional messages. You further agree that you will not use the optional message field, or any other aspect of the Service to communicate information that is (a) illegal, related to illegal activity or contravenes applicable law; (b) is malicious or damaging to recipients or recipient systems; or (c) used to conduct illegal or other harmful activities to the Service, Interac, any Financial Institutions, any user of the Service or any other person or entity.

## **7. About personal information**

When you accept these terms and enroll in the Service, you are consenting to the collection, use, and disclosure of personal information about you, and about the Recipients and Senders you designate, by PC Financial for the purpose of providing you with the Service and as otherwise set out under these Terms. Personal information you provide may be shared with PC Financial service providers, with Interac (as operator of the Network) and their service providers and agents, and with other Financial Institutions for the purpose of operating the Service and the Network. Personal information is collected, used and disclosed in accordance with our Privacy Policy, which you may access at <https://www.loblaw.ca/en/privacy-policy/>.

## **8. No liability**

In addition to the limitations of liability set out in the Account Agreement and any other terms or agreements which apply to your Account or your use of the Service, PC Financial will not under any circumstances be responsible or liable to you for any losses, including direct, indirect, incidental, special,

punitive or other consequential losses or damages, or any other foreseeable or unforeseeable losses, associated with these Terms or your use of the Service, including:

- (a) Any Transfers which have been authorized, sent, received, or requested in accordance with these Terms, including any Transfers authorized by fulfillment of a Request Money or deposited by Autodeposit;
- (b) Any error or omission on your part, in your capacity as Sender (including in response to a Request Money), Recipient or Requestor of a Transfer;
- (c) Any instance where the Service is unavailable, or is available with limited capacity, delays, or is subject to errors;
- (d) Any limits set by Interac, PC Financial, or any other Financial Institution on your use of the Service or any changes to such limits;
- (e) Any decision we may make to cancel or suspend your access to the Service, or to block, stop or cancel any Transfer or Request Money;
- (f) Any act or omission of a third party, including any third party Senders, Recipients, Requestors, Financial Institutions or Interac; and
- (g) Any other circumstances where we have indicated that we are not responsible or liable or that you are responsible in these Terms.

You acknowledge that any Transfer you send, receive or request via the Service is separate and apart from any transaction between you and the Sender, Recipient or Requestor to which it may relate, and PC Financial will have no obligations arising from such transaction, even if we are aware of it. In the event of any dispute or claim you may have arising from a transaction where the Service is used to facilitate payment, you agree you will settle such dispute or claim directly with the Sender, Recipient or Requestor or any other third party, and you acknowledge PC Financial will have no responsibility or liability for any such dispute or claim.

## **9. Other terms**

### ***9.1. Updates***

We can make changes to the Service or update or amend these Terms at any time. We will notify you of a change to these Terms by posting the updated or amended terms to our website at [www.pcfincial.ca](http://www.pcfincial.ca). Your continued use of the Service after we have posted the updated Terms constitutes your acceptance of the changes and the Terms as amended.

### ***9.2. Suspension and termination***

We can modify or discontinue the Service, cancel or suspend your access to the Service or terminate these Terms at any time without notice to you.

### ***9.3. No waiver***

We may act on or enforce these Terms at any time, even if we have not done so in the past. Any failure on our part to enforce any part of these Terms will not be considered a waiver.

### ***9.4. Assignment***



We can sell, transfer or assign any and all of our rights and obligations under these Terms without notifying you in advance. You may not sell, transfer or assign any of your rights and obligations under these Terms.

#### **9.5. Severability**

If any part of these Terms are considered invalid or unenforceable under applicable law, the rest of these Terms are still valid and enforceable.

#### **9.6. Governing law**

These Terms 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 Service or these Terms.

#### **9.7. Residents of Quebec only**

You acknowledge that you have been presented with a French version of these terms, and have consented to receive them in a language other than French. *Vous reconnaissez avoir reçu une version en français des présentes modalités et avoir consenti à les recevoir dans une langue différente du français.*