

Language consent (applicable in Quebec) :

La version française des présentes modalités est disponible [ici](#). Vous confirmez que suite à la remise des modalités en français, vous avez expressément demandé d'y consentir en anglais et de recevoir tous les documents s'y rattachant en anglais / The French version of these Terms and Conditions is available [here](#). Having been provided these Terms and Conditions in French, you confirm that you expressly requested to be bound by them in English and to receive any related documents in English.

This Agreement (as may be updated, modified or enhanced from time to time, the “**Agreement or Convention**”) between You and Laurentian Bank of Canada (“**Laurentian Bank**”) outlines the terms and conditions governing Your use of LBCDirect Services (defined below), and the Laurentian Bank App. Laurentian Bank does not offer LBCDirect Services or use of the Laurentian Bank App other than in accordance with these terms and conditions and other terms and conditions incorporated herein by reference. By requesting and using LBCDirect Services or the Laurentian Bank App You acknowledge Your acceptance of these terms and conditions.

In consideration of Laurentian Bank providing access to any of Your Accounts using LBCDirect Services or Laurentian Bank App, You agree as follows:

1. DEFINITIONS AND INTERPRETATION

This Agreement is intended to be interpreted in accordance with its plain English meaning. Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa. Unless already defined elsewhere in the Agreement, the following terms shall have the following meaning:

“**ABM**” means any automated banking machine, point-of-sale terminal or any other equipment used for Transaction purposes.

“**ABM Card**” means Your Laurentian Bank card, which remains the property of Laurentian Bank.

“**Access Terminal**” means any device used to access any of Your Accounts, including without limitation an ABM, a computer, a portable hand-held device, or a telephone, including any form of mobile telephone or Mobile Device.

“**Account**” means any investment, deposit or credit account that You hold at Laurentian Bank, solely or with other persons, or for which You act as the administrator, director, signatory, attorney, guardian (tutor), curator, temporary representative, legal representative, advisor, agent, liquidator, trustee or as an administrator of the property of others.

“**Account Agreement**” means the agreements for the operation of the Account.

“**Authorized User**” means in regard to commercial entities, the individual(s) which represent the commercial entities, are appointed as administrator of a business Account and are authorized by Laurentian Bank for LBCDirect Services. Authorized User includes Transactional Delegate, Read Only Delegate and Signing Officer.

“**Autodeposit**” means the feature which enables the money You receive via Interac e-Transfer® Services to be automatically deposited into Your account without having to provide the Interac e-Transfer Answer®.

“**Biller**” means a person who uses the e-Delivery Services to deliver bills and invoices to their customers electronically.

“**Central 1**” means Central 1 Credit Union, the Laurentian Bank App service provider.

“**Contaminant**” means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction that may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

“**Delegate**” means a Transactional Delegate and a Read Only Delegate, as applicable.

“**Depositor**” means the retail client holder or joint holder or member of Laurentian Bank who holds a personal Account with Laurentian Bank and is authorized by Laurentian Bank for LBCDirect Services or Laurentian Bank App.

“**e-Delivery Services**” means an electronic mail service provided by Our Third Party service provider(s) that facilitates the delivery of bills and invoices from Billers to their customers using LBCDirect Services.

“**Eligible Bill**” means a bill that is of a class specified by a by-law, a Rule, or a standard made under the *Canadian Payments Act*, and defined therein as an ‘Eligible Bill’. For greater certainty, under this Agreement, an Eligible Bill supporting an Official Image must be a paper-based Instrument, complete and regular on its face, immediately payable to You as payee, and be either (if and when available, either on the LBCDirect website or the Laurentian Bank App) a cheque, bank draft, or credit union official cheque, denominated in Canadian Dollars or US Dollars and drawn on a financial institution domiciled in Canada, as and if applicable. For the purposes of this Agreement, third party Instruments that were either delivered to You with the payee in blank or endorsed over to You and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to You from anyone other than the drawer, endorsed over to You, or altered after being drawn shall not qualify as an Eligible Bill.

“**External Account**” means an account held at another Canadian financial institution; an Investment Industry Regulatory Organization of Canada registrant; a card issuer; or an entity eligible for membership with Payments Canada, being an account in Your name or on which You have the authority to independently authorize transactions.

“**Instrument**” means a cheque, promissory note, bill of exchange or other negotiable instrument, and its electronic equivalent, including electronic debit instructions.

“**Interac e-Transfer® Answer**” means the word or phrase created by the sender of a money transfer and used by the recipient to claim the money transfer using Interac e-Transfer Services.

“**Interac e-Transfer® Contact Information**” means the electronic contact information, including without limitation an account number, payment identifier, email address or telephone number, used in sending and receiving of a money transfer using Interac e-Transfer® Services.

“**Interac e-Transfer[®] Notice**” means the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using *Interac e-Transfer[®] Services*. The *Interac e-Transfer[®] Notice* may be read by using an Access Terminal.

“**Interac e-Transfer[®] Services**” means the money transfer service provided by Interac Corp. that facilitates the sending, requesting, depositing, and receiving of money transfers (using including without limitation account number, payment identifier, email or telephone number) through *LBCDirect Services* to and from Participating Financial Institutions and the Interac Corp. payment service.

“**Laurentian Bank**” or “**LBC**” means the Laurentian Bank of Canada.

“**Laurentian Bank App**” means the Laurentian Bank of Canada mobile banking software downloaded to Your Mobile Device (as defined below) from the applicable app store.

“**Laurentian Bank Website**” means all Laurentian Bank websites (including but not limited to the *LBCDirect* website).

“**LBC Group**” means Laurentian Bank, its subsidiaries or its affiliates.

“**LBCDirect Services**” means all services offered from time to time as part of *LBCDirect Service* by Internet or by phone. However, *LBCDirect Services* do not include card services such as ABM Cards including those provided by a Third Party.

“**Merchant**” means a person that sells goods or services to You and who receives payment through either *LBCDirect Services* or Laurentian Bank App.

“**Mobile Device**” means a mobile device such as and including a computer, a portable hand-held device, or a telephone, including any form of mobile telephone that is capable of being used in connection with the Laurentian Bank App.

“**Notification**” means a written notice generated by or on behalf of Laurentian Bank that provides to You notice of a pending or completed Transaction or a summary of the balance of the Account, including notices issued by email or SMS text messages to any of Your Contact Info.

“**Official Image**” means an electronic image of an Eligible Bill, either created in accordance with the provisions of this Agreement or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Bill in accordance with the by-laws, standards, and Rules of the Canadian Payments Association.

“**PAD**” means a Preauthorized Debit.

“**Participating Financial Institution**” means a financial institution participating in *Interac e-Transfer[®] Services*.

“**Participating Merchant**” means a Merchant that offers the *Interac e-Transfer[®] Services* as an online payment option on the Merchant’s website.

“**Passcode**” means the numerical code selected by the ABM Card holder to authorize certain Transactions.

“**Password**” means the unique combination of numbers and/or letters used to identify Yourself and access an Account. The secret access code You use when contacting Our Telebanking Centre, the unique numerical code You receive through SMS text message or email, the password You use for *LBCDirect* and passcodes are all examples of Passwords.

“**Personal Information**” means personal information about You or that can be used to identify You. The Personal Information collected by LBC Group depends on the type of services You use and Your personal situation, and can include, as the case may be:

- a. Identification and contact information, such as name, social insurance number, date of birth, gender, personal identification numbers, marital status, addresses, e-mail addresses, telephone numbers (including mobile number) and signature;
- b. Profile information, such as identification, Passwords, service preferences;
- c. Financial information, such as income, credit history and transactions occurring through Laurentian Bank or other financial institutions;
- d. Employment information, such as employer’s name and employment history;
- e. Biometric information, such as a fingerprint, voiceprint or photograph. For greater clarity, a consent distinct from this Agreement will be obtained from You at the time of the collection, use and disclosure of Your biometric information;
- f. Residency status, which may include, as applicable, social insurance number, permanent address, mailing addresses, U.S. citizenship, and taxpayers identification number from a country outside of Canada;
- g. Web browser information, such as type of browser or address of the site You came from;
- h. Device information, such as device details (for example, device ID, model, operating system or device notification status), privacy settings and encrypted authentication; and
- i. Location information as well as information derived from Your activities on the Laurentian Bank Website, such as device model, browser type, IP address cookies, and Account information.

LBC Group generally collects Personal Information from Your activities on the Laurentian Bank Website as follows:

- a) Personal Information You provide (such as, for example, identification and contact information, profile information, web browser information, device information, location information and information derived from your activities), for instance: when You make an inquiry or contact us through the Laurentian Bank Website, when You sign up to receive Our newsletter or when You participate in a contest or promotion run by LBC Group or when You submit a request or apply for a Service, when You log-in on the Laurentian Bank Website, the Platforms or Our Services and interact with Us, if You decide to participate in Our survey;
- b) Technical information (through the use of cookies), for instance: information about Your visit to the Laurentian Bank Website, including the IP address of Your computer and which browser You used to view the Laurentian Bank Website, Your operating system, resolution of screen, location, language settings in browsers, the site you came from, keywords searched (if arriving from a search engine), the number of page views, information You entered, advertisements You have seen, etc.

“**Personal Verification Questions**” means the questions and answers that You may choose, and are required to provide answers to when prompted, to help Laurentian Bank confirm that You are the person accessing the Services, the Telebanking Centre or to consent to Transactions.

“**Preauthorized Debit**” means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with Your written request.

“**Read Only Delegate**” means a person authorized by a Signing Officer through the Services to view the Account using an Access Terminal. A Read Only Delegate does not include a Signing Officer nor a Transactional Delegate.

“Remote Deposit Service” means the remote deposit capture service provided by Us and Central 1, and accessed through the Services, that allows You or an Authorized User, using an Access Terminal and any other means authorized by Us in Our sole discretion from time to time, to create, transmit, and receive to the benefit of Laurentian Bank an Official Image for deposit to the Account.

“Remote Instructions” means instructions given to Laurentian Bank with respect to the operation of the Account from a remote location, using a computer, a Mobile Device, via LBCDirect Services, email, or other remote communication acceptable to Laurentian Bank to operate the Account or authorize Transactions and make arrangements with Laurentian Bank.

“Rules” means the regulations, by-laws, rules, and standards of the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

“Services” means, when used in this Agreement, LBCDirect Services and services provided through the Laurentian Bank App without differentiation, which includes the services offered to companies (which includes their Delegates or Signing Officer).

“Signing Officer” means any person authorized by You (or in the case of a company, by the company) through any other channel except through the Services, to sign Instruments or provide other orders for payments of money (either alone or with another person) on the Account, or to provide Remote Instructions on the Account and for whom notice of such authorization has been given to Laurentian Bank. A Signing Officer may also, through the Services, start Transactions on the Account and view the Account using an Access Terminal. A Signing Officer does not include a Transactional Delegate or Read Only Delegate.

“Telebanking Centre” means Laurentian Bank’s customer service centre.

“Third Party” means any person, firm, corporation, association, organization, or entity other than Laurentian Bank, including Central 1 and Central 1’s subcontractors.

“Transaction” means any transaction processed to or from the Account.

“Transactional Delegate” means a person authorized by a Signing Officer through the Services to start Transactions on the Account and to view the Account using an Access Terminal. A Transactional Delegate does not include a Read Only Delegate or a Signing Officer.

“Transaction Record” means a paper Transaction record dispensed mechanically, or written Notification generated by or on behalf of Laurentian Bank, or notice of a pending or completed Transaction or a summary of the balance of Your Account, including Notifications issued by Laurentian Bank to You or available as an Account Statement or balance of Account when You use a Mobile Device or other Access Terminal.

“Upgrade” means the process whereby You as a customer of Laurentian Bank, are irrevocably transitioned from personal Services to Services for companies as set out in Section 4 (Upgrading).

“We” or **“Us”** or **“Our”** means Laurentian Bank.

“Wrongful Activity” means any use or attempted use of the *Interac* e-Transfer® Services by You, an Authorized User or a Third Party, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

“You” or **“Your”** or **“Vous”** means a Depositor and/or an Authorized User, as applicable.

“Your Contact Info” means any of the contact information, including, without limitation, postal address, email address, fax number, or telephone number provided by You accepted by Laurentian Bank through which Laurentian Bank can give You written notice.

2. SCOPE

Laurentian Bank grants to You a non-exclusive and non-transferable single-user (non-concurrent) license for the software to access and use the Laurentian Bank App for individual use and/or internal business use only. The license authorizes You to use the software to access and use the Laurentian Bank App in object code format to use and access any services, features, functionality, content and/or information made available by Laurentian Bank on the Laurentian Bank App. This license may not be assigned by You unless agreed upon in writing by Laurentian Bank. Neither Laurentian Bank nor any of its Third Party service providers have any obligation to provide any training, maintenance, or other assistance for the software, unless required to by law.

By installing the software such as the Laurentian Bank App on Your Mobile Device, You consent to the installation of software and any of its future updates or upgrades.

3. USE OF SERVICES

You may use the Services to access any permitted Account and to authorize such Transactions as may be permitted by Laurentian Bank from time to time, commencing on the day these terms and conditions are accepted by You. You may authorize the use of the Services for an Authorized User to access the Account and to start Transactions. You consent to each and any Authorized User singlehandedly authorizing Transactions on an Account through the Services that would otherwise require more than one authorization (i.e., with multiple signature requirements). We may, from time to time, add to or delete from the types of use permitted and Services offered.

In connection with the Services, You agree, and shall ensure that each Signing Officer agrees, to provide true, accurate, current, and complete information about You, Your commercial entity, the Account, and any External Account when required by Laurentian Bank. Further, You agree, and shall ensure that each Signing Officer agrees, to notify Laurentian Bank of any changes to such information within a reasonable period of time.

4. UPGRADING

You may request an Upgrade. For purposes of an Upgrade request, each individual who constitutes the Authorized User under the agreement for the Services is considered a required Signing Officer for purposes of acceptance of the Upgrade, and You agree to ensure that each such individual agrees to the Upgrade and accepts the terms of this Agreement before initiating the Upgrade request. Implementation of an Upgrade is subject to Our approval.

We may rely on Your Upgrade request when evidenced by a single Signing Officer and treat such Upgrade request as binding on You. If We then implement the Upgrade, this Agreement is deemed to be accepted by and binding on You. If multiple individuals constitute the Authorized User, this Agreement will be deemed provisionally accepted until all individuals who constitute the Authorized User under the agreement for personal Services provide evidence of their acceptance of this Agreement (“**Provisionally Accepted**”). You agree to ensure that all such individuals provide timely evidence of their acceptance of this Agreement to Us.

While this Agreement is Provisionally Accepted, one of the following states will apply:

- a) if Transactions under the Services require two Signing Officers or more to authorize, a Signing Officer who has provided evidence of acceptance of this Agreement will be able to use the Services immediately; or
- b) if Transactions under the Services require one Signing Officer to authorize, a Signing Officer who has provided evidence of acceptance of this Agreement can use the Services as set out in this Agreement.

When evidence of this Agreement being accepted by the required number of Signing Officers has been provided to Us, this Agreement will no longer be Provisionally Accepted, the Upgrade will be complete, and this Section will no longer apply. We may, in Our sole discretion, revert to the pre-Upgrade status if evidence of acceptance of this Agreement by all required Signing Officers is not provided in a timely manner as required.

5. DELEGATES

In this Agreement, as a company, Your responsibilities to Us are to be performed by a Signing Officer and his or her Delegates. You authorize each Signing Officer to use the Services and to appoint Delegates. A Signing Officer can authorize a person to act as his or her Delegate on the Account through the Services only. If appointed, the Delegate must be specifically authorized as a Read Only Delegate or a Transactional Delegate.

You acknowledge that We disclaim liability and are not responsible for the actions or omissions of any Authorized User, or for determining the adequacy of their authority, and that it is Your exclusive obligation to verify the identity of each such person at the time of his or her appointment by You.

Further, You acknowledge that We disclaim liability and are not responsible to maintain in Our records any identifying information on each Delegate and that You are solely responsible for ensuring that each Delegate has access to the Account.

You acknowledge that Read Only Delegates have no rights to authorize Transactions on the Account.

A Delegate, including a Read Only Delegate, can request through the Services that We cease printing or mailing statements of the Account to You.

At Our request, You must provide full and current particulars of the identities of any and all Authorized Users who have any rights of access to any Accounts pursuant to the Services.

6. AVAILABILITY OF THESE SERVICES

You acknowledge that the availability of the Services and the *LBCDirect* site depend on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to Laurentian Bank and Third Parties and that there is no guarantee or obligation to provide continuous or uninterrupted service. Laurentian Bank and its Third Party service providers are not liable for any cost, loss, expense, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, incidental, special, exemplary, punitive or consequential, that You may suffer in any way arising from: (i) non-continuous or interrupted Services or Laurentian Bank or its Third Party service providers providing or failing to provide the Services, access or use of the *LBCDirect* site, services offered by Third Parties, or by Your inability to access said service or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment or other technical malfunctions or disturbances for any reason whatsoever; (ii) the Site or the Laurentian Bank App failing to conform to any applicable legal or regulatory requirement; and (iii) the *LBCDirect* site or the Laurentian Bank App failing to conform to consumer protection or similar legislation; nor are Laurentian Bank or its Third Party service providers liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, “**Claims**”), even if You have advised Laurentian Bank of such consequences. You release and agree to hold Laurentian Bank and its Third Party service providers harmless from any and all Claims.

You shall not hold Laurentian Bank liable with respect to delays, damages or inconveniences caused by the failure or malfunction of the Services, *LBCDirect* Services, Laurentian Bank Website, the Laurentian Bank App, services offered by Third Parties, or by Your inability to access said service. You shall settle directly with a billing company any claim or dispute related to a Transaction. Laurentian Bank shall not, nor its Third Party service providers shall, be liable for the failure of a billing company to register the payment of any bill which You have made by means of these Services, nor shall it be liable for any extra costs, including interest penalties or late fees, charged by a billing company.

In no event will the Laurentian Bank be liable to You, Your commercial entity or anyone else for any damages whatsoever (including without limitation direct or indirect, special, incidental or consequential, exemplary or punitive damages, losses or expenses) arising in connection with its *LBCDirect* site or use thereof or inability to use by You, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, Contaminants, or line or system failure, loss of data, any unauthorized use or reproduction of the *LBCDirect* site or the information or otherwise, even if Laurentian Bank, or its representatives are advised of the possibility of such damages, losses or expenses.

You acknowledge and agree that We will not be liable to You for any loss that You may suffer including if Your Mobile Device is lost or stolen.

7. AUTHORIZATION FOR TRANSACTIONS

You acknowledge and agree that:

- a) using the Password to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by You in person or as otherwise contemplated or permitted by the Account Agreement;

- b) You will be bound by each such Transaction;
- c) once the Password has been used to authorize a Transaction, the Transaction cannot be revoked or countermanded; and
- d) when bill payments and/or transfers to Autodeposit recipients are authorized through the Services, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by You.

You irrevocably authorize and direct Laurentian Bank to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using the Password, biometric, security questions & answers, Personal Verification Questions and answers, Passcode, in person by You, or as otherwise contemplated or permitted by the Account Agreement, in accordance with the normal practices of Laurentian Bank, which may be amended from time to time without notice.

8. CONFIDENTIALITY

We can assign or require You or an Authorized User to select and use a Password, Personal Verification Questions and Passcode in connection with this Agreement. Anyone with access to the Password, Personal Verification Questions or Passcode may be able to access the Services and may use the Password, Personal Verification Questions or Passcode to make charges to an Account, set up bill payment arrangements, make bill payments, and authorize any other Transactions. You agree, and shall ensure that each Signing Officer agrees, to keep the Password, Personal Verification Questions and Passcode confidential (as they are for Your use alone) and will only reveal them to authorized Laurentian Bank agents or officers when required by Us. You agree, and shall ensure that each Signing Officer agrees, to employ reasonable measures to protect the confidentiality of Your Password, Personal Verification Questions and Passcode and You will not be negligent in any manner. You agree, and shall ensure that each Signing Officer agrees, not to record the Password, Personal Verification Questions or Passcode in any format or medium. You and each Authorized User can change the Password, Personal Verification Questions or Passcode at any time. You agree, and shall ensure that each Signing Officer agrees, to change the Password, Personal Verification Questions or Passcode if and when required by Us. You acknowledge, and shall ensure that each Signing Officer acknowledges, that the Password, Personal Verification Questions and Passcode must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.

You are responsible for all use of the Password, Personal Verification Questions and Passcode and for all Transactions on the Account authorized using the Services.

You acknowledge that We may, from time to time, implement additional security measures, and You will comply, and shall ensure that each Authorized User complies, with all instructions and procedures issued by Laurentian Bank in respect of such security measures. You are aware, and shall ensure that each Authorized User is aware, of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of Laurentian Bank. You agree, and shall ensure that each Authorized User agrees, not to provide confidential or personal information (including Your Password, Personal Verification Questions, Passcode, Your Contact Info or answers to Personal Verification Questions) during such unsolicited communications and will only provide confidential or personal information during communications initiated with Laurentian Bank either through Our banking website or the Laurentian Bank App or through Our published contact information as shown on Laurentian Bank Website.

If You or a Signing Officer discloses the Password or Passcode to a Third Party, and if We become aware of such disclosure, We may in Our sole discretion, waive the confidentiality requirements described in this Section 8 (Confidentiality). Notwithstanding any such waiver, You acknowledge and agree, and shall ensure that each Signing Officer acknowledges and agrees, that You remain responsible for all use of the Password or Passcode by the Third Party.

You will not select an obvious combination of digits for Your Password or Passcode (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number), nor use a Password, Personal Verification Questions, or Passcode already in use or a bank card number or other account number. Your Password, Personal Verification Questions or Passcode, as well as *Interac* e-Transfer® question and *Interac* e-Transfer® Answer that You select, must be unique and difficult to obtain by others. You must never select a Password, Personal Verification Questions or Passcode that is identical to Your personal identification numbers.

You must treat the Passcode used to authorize any Transactions within the Laurentian Bank App with the same standard of care and confidentiality as Your personal identification number ("PIN").

Immediately notify Laurentian Bank of any suspicious activity or potential Password, Personal Verification Questions or Passcode compromise by telephone by contacting the Telebanking Centre (at 514-252-1846 (Montreal area) or toll-free at 1-800-252-1846, seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time); or online via the *LBCDirect* secure messaging service) and the notice shall take effect immediately. In such case, You also agree to take the necessary measures to change Your Password or Passcode according to the instructions received from Laurentian Bank.

9. REMOTE INSTRUCTIONS

Where permitted by Laurentian Bank, You or any Authorized User may provide Remote Instructions to any branch or Business Center of Laurentian Bank as permitted by Laurentian Bank, by phone Our Telebanking Centre immediately at 514-252-1846 (Montreal area) or toll-free at 1-800-252-1846, seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time); or online via the *LBCDirect* secure messaging service. The Remote Instructions may concern the Account maintained at that branch or Business Center, or concern other Transactions and arrangements conducted at or with that branch or Business Center.

Laurentian Bank may, but will not be obliged to, act on Remote Instructions received in Your name along with any requisite Password, Personal Verification Questions or Passcode, if any, to the same extent as if the Remote Instructions were written instructions delivered to Laurentian Bank by mail and signed by You authorized to operate the Account. Any such Remote Instructions are deemed genuine. You acknowledge that each Remote Instruction You provide to Us is final. You acknowledge and agree that any operation or Transaction carried out using Your Password, Personal Verification Questions or Passcode indicates Your consent to said Transactions, as if the operation were authorized in writing and signed by You, and as such, require no further verification by the Laurentian Bank. Furthermore, You agree that the operations or Transactions carried out using Your Password, Personal Verification Questions or Passcode, whether they are carried out by Yourself or a Third Party, with or without Your consent or knowledge, are binding upon You and render You responsible to Laurentian Bank as long as Laurentian Bank has not been advised of a breach of confidentiality of Your Password, Personal Verification Questions or Passcode.

Laurentian Bank may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instructions, even if they are received in Your name along with any requisite Password, Personal Verification Questions or Passcode.

Remote Instructions are deemed received by Laurentian Bank only when actually received and brought to the attention of an authorized officer, agent or processor of Laurentian Bank capable of acting upon and implementing the Remote Instructions.

Remote Instructions can be transmitted to Laurentian Bank at the telephone or email address provided by Us, or at such other telephone or email address as We may advise You by notice in writing, or online through the LBC*Direct* Services web portal or the Laurentian Bank App. Unless otherwise required by Laurentian Bank, any one person purporting to be the Depositor, a Signing Officer and/or a Transactional Delegate may act alone and provide Remote Instructions to Laurentian Bank, even if two or more signatures are required to operate the Account. Laurentian Bank, acting reasonably, is entitled to assume that any person identifying himself or herself as You (or as an Authorized User) is in fact You (or an Authorized User), and can rely upon such, and We may act on the Remote Instructions provided by any such person as fully authorized by You, even if such were not. All Remote Instructions given to Laurentian Bank in Your name will bind You. If You do not wish to permit Remote Instructions, then You should not subscribe to the Services.

You agree that We may maintain a record of Your Remote Instructions, and, if You provide Remote Instructions by telephone, that We may record Your voice or responses and You consent to such recording. Our records of Your Remote Instructions (including a copy of an electronic communication) will be binding on You in a dispute, including any legal proceedings, unless You provide clear proof that Our records are wrong or incomplete.

E-mail sent over the Internet is not secure and may be lost, intercepted, or altered. Except as otherwise specified in another written agreement that You have entered into with Us, You agree that We are under no obligation to accept or act on any Remote Instructions You provide to Us by e-mail. Should You choose to email the Remote Instructions to Laurentian Bank through non-secure means, You do so at Your own risk.

If You subscribe to LBC*Direct* Services, Laurentian Bank will provide to You by telephone a temporary access number. You can review the covenants, terms and conditions of these services when You subscribe through LBC*Direct*. Subscription to and use of the services will constitute proof of Your acceptance of the terms and conditions of this Agreement.

By subscribing to these services, You have access to LBC*Direct* Services to carry out certain banking transactions via a computer network or via a mobile phone using a confidential access number and password. Allowable banking transactions are set out in: https://www.banquelaurentienne.ca/en/personal_banking_services/my_money/lbcdirect_internet_banking.html and in https://www.laurentianbank.ca/en/pdf/mes_outils_transactionnels_04.pdf, as applicable.

10. REMOTE DEPOSIT

If the Laurentian Bank, through the Services makes the Remote Deposit Service available and You or an Authorized User use the Remote Deposit Service, You acknowledge and agree, and shall ensure that each Authorized User agrees, that:

- a) solely for the Remote Deposit Service, Laurentian Bank appoints You as its agent, to act on Our behalf in the creation and transmission of an Official Image to Us, and any other related duties that may be required by Us, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by Us of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Laurentian Bank for negotiation and clearing. You acknowledge and agree, and shall ensure that each Authorized User acknowledges and agrees, that You cannot further delegate this role as agent cannot be further delegated by You. Further, You acknowledge and agree, and shall ensure that each Authorized User acknowledges and agrees, that You shall, and each Authorized User, will be personally responsible and liable for:
 - i. compliance with this Agreement,
 - ii. maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords so as to prevent use by others or interception of data transmitted,
 - iii. ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,
 - iv. maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and
 - v. verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Us of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
- b) We may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Laurentian Bank, subject to the Account Agreement and any of Our policies governing Instruments;
- c) the creation of an Official Image will be done using a method authorized by Us, in Our sole discretion, from time to time. Further, You agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of Your Account;
- d) nothing in this Agreement obliges Us to accept for deposit any item whether it is or purports to be an Official Image. You shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by You from anyone other than the drawer of that item, or that is in any way altered. If You or an Authorized User has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then You or the Authorized User, as the case may be, shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but You or an Authorized User, as the case may be, will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Us, and fully disclose all material facts known by You or the Authorized User, as the case may be, relating to that item and fully cooperate with any inquiry or investigation of the concerns;

- e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in Our sole discretion, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account. If You use the Remote Deposit Service with an Instrument that does not qualify for this Service, We, at Our discretion, may refuse to negotiate that Instrument or seek to collect on the Instrument on Your behalf, as though it was a qualifying Instrument but without any liability on Our part for any delay, inability to collect or any issue arising that inhibits or prevents Us from collecting funds on the Instrument;
- f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to You;
- g) any Transaction made on any day or at any time during which We are not open for business may be credited to the Account on Our next business day;
- h) once an Official Image of an Eligible Bill has been transmitted to Us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless You are requested to do so by Us in writing. Further, You agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, You agree to indemnify and hold Us and Our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;
- i) on transmission of an Official Image of an Eligible Bill to Us, You are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: This can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pen or brightly coloured highlighter.) For a period of 120 days after transmission of the Official Image to Us, or such shorter period as stipulated by Us in writing, You shall retain and produce to Us immediately on written request the original of all imaged Eligible Bills. If You receive a written request to retain or produce, You shall comply with the written request, and shall, if requested, produce, by delivering to Us, the original of all specified Eligible Bills within five business days of such request. If You fail to comply with the written request made pursuant to this provision, then We can place or continue a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to Us through the Remote Deposit Service or such shorter period as stipulated by Us in writing, and provided that You have verified a credit to the Account that reconciles to the Official Image transmitted, You agree and shall ensure that each Authorized User agrees, to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;
- j) You are responsible for any and all costs associated with obtaining a replacement Instrument in the event that We request that You re-transmit an Official Image in accordance with h) above, and the original Instrument was destroyed in accordance with i) above, or otherwise lost;
- k) in Our sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to You at Your Contact Info after You use the Remote Deposit Service to transmit an Official Image, including to advise You of the receipt by Us of an Official Image. To receive such electronic notices, You must provide Your Contact Info required by Us;
- l) an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Us or that the Account will be credited; and
- m) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or if We require You to obtain another Instrument.

11. VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY LAURENTIAN BANK

All Transactions are subject to verification and acceptance by Laurentian Bank and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, Laurentian Bank may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date You authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time Laurentian Bank, acting reasonably, ever determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, We may place a hold on the credit and reverse the credit and any applicable interest. Laurentian Bank will not be liable in any way to You or any other person for processing or accepting on the Account any Transaction that results in charges to the Account or in the payment of bills, even if the money is used for the benefit of a person other than You, or if bills owed by a person other than You are paid. You will be liable for all Transactions conducted using the Services, including Transactions that benefit a person or a commercial entity other than You or that result in the payment of bills owed by a person or a commercial entity other than You.

12. LAURENTIAN BANK RECORDS

Whether a Transaction Record is issued or not, it is Your responsibility to verify that all Transactions have been properly executed by checking the periodic statement or passbook entries itemizing Transactions and reviewing Your Transaction Records. In the event that such a record is sent by mail, if You have not received anything within ten (10) days following the end of the applicable period, You undertake to promptly advise Laurentian Bank of the situation. You are responsible for regularly checking Your Transaction Records to verify that all Transactions have been properly recorded. In the absence of evidence to the contrary, Our records are conclusive for all purposes, including litigation, in respect of any instructions given by You to Laurentian Bank through the use of the ABM Card or the Services; the contents deposited into Your Account at an ABM; the making of a withdrawal, deposit or transfer through the use of the ABM Card; and any other matter or thing relating to the state of accounts or Transactions between You and Laurentian Bank. Our records of all Transactions will be deemed to be correct and will be conclusive and binding on You. All Transactions will appear on the regular statements of account for the Account.

If You believe or suspect that the records of Laurentian Bank contain an error or omission, or reflect unauthorized Account activity, You must check the accuracy of each statement and advise Laurentian Bank in writing and within thirty (30) days of the delivery or mailing of the record, or within five (5) days in the case of LBC*Direct* Service, of any entry that seems erroneous or of any irregularity concerning the statement. Upon expiry of that delay, You will be deemed to have definitively acknowledged that all debits reported on the records are accurate and justified, and that the record contains the credits Laurentian Bank is discharged, at the end of that delay, from any claim by You with respect to the entries made or that should have been made in the record. The recording of electronic banking operations on a computer or Access Terminal storage medium constitutes conclusive proof of said banking operations and shall be binding upon You in case of any dispute or legal proceeding with Laurentian Bank. A microfiche or other copy of an invoice, statements of amounts owing, or other Transaction-related document shall constitute sufficient proof of Your liability. A copy of any email message or other Remote Instructions or Laurentian Bank's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by You or on behalf of You. You will not object to the admission of Laurentian Bank's or its Third Party service providers' records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

13. NO ENDORSEMENT OF HYPERLINKS

Links to other websites from the Laurentian Bank Website or Laurentian Bank App (or references to products, services or publications other than those of LBC) are for convenience only and are at your own risk. Laurentian Bank has no liability for those other websites or their contents or the use of Third Party services. No endorsement of any Third Party products, services or information is expressed or implied by any information, material or content referred to or included on, or linked from or to its LBC*Direct* site or the Laurentian Bank App. Such products, services or information are not investigated, verified, monitored, or endorsed by Laurentian Bank. Links are provided for convenience only, and You assume all risk resulting from accessing or using such other websites or Third Party services.

You acknowledge that all those other websites and Third Party services are independent from Laurentian Bank's and may be subject to separate agreements that govern their use.

You are responsible for taking the necessary precautions to detect possible viruses or other Contaminants and ensuring that any software program accessed through one of the links offered on the Laurentian Bank Website is compatible with Your computer. You must also ensure that You have up-to-date backup copies of the entire contents of Your hard disk before installing software downloaded from these links.

14. TELEPHONE TRANSACTIONS

You are authorized by Laurentian Bank to make various Transactions by telephone. When You communicate with Laurentian Bank by telephone, Laurentian Bank may record the conversation.

All documents bearing Your signature, all Transactions and applications made by or transmitted by a telecommunications system (e.g. telephone, fax, secure messaging tools, cable, etc.) will have the same legal consequences as a document, a Transaction or an application bearing Your original signature.

15. LIABILITY FOR ERRORS AND OMISSIONS

If Laurentian Bank makes an error or omission in recording or processing any Transaction, Laurentian Bank is only liable for the amount of the error or omission if You have not caused or contributed to the error or omission in any way, have complied with this Agreement and the Account Agreement, and have given written notice to Laurentian Bank within the time provided in the Account Agreement, and to the extent the liability is not otherwise excluded by this Agreement or the Account Agreement.

If You have given such notice, Laurentian Bank's maximum liability is limited to the amount of the error or omission. In no event will We be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, punitive or consequential) whatsoever caused by, or arising from, any such error or omission.

16. EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY

We are not responsible for any loss or damage suffered or incurred by You except to the extent caused by the gross negligence or intentional or willful misconduct of Laurentian Bank, and in any such case We will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if We have been advised of the possibility of such damages. In no event will We be liable for any cost, loss, or damage (whether direct, indirect, special, punitive or consequential) suffered by You that is caused by:

- i. the actions of, or any failure to act by You, a Signing Officer, a Transactional Delegate or any Third Party (and no Third Party will be considered to be acting as an agent for Laurentian Bank unless expressly authorized to do so for that purpose);

- ii. the inaccuracies in, or inadequacies of, any information furnished by You to Us, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
- iii. mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in, (i) any data or information (including any passwords and/or answers to personal verification questions required to access information from other financial institutions) given by You to Laurentian Bank or to any Third Party service provider (including Your failure to update); and (ii) any data or information (including any document) provided to You by any Third Party;
- iv. unsecured communication being inaccurate, intercepted, reviewed or altered by others;
- v. any delay or inability to access or use the Services or Third Party services (including any charges such as late fees or additional interest You may have to pay to a Third Party);
- vi. Your failure to (i) receive or view a document that has been presented to You, or (ii) receive Notification that a document has been presented to You, and Laurentian Bank will not be responsible for any delay, damage or inconvenience that such failure may cause, or for any payments or charges such as late fees, penalties or interest that You may have to pay to an issuer;
- vii. the failure by Laurentian Bank to perform or fulfill any of Our obligations to You, due to any cause beyond Our control, any system malfunctions or any technical failures; or
- viii. forged, unauthorized, or fraudulent use of Services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

17. SECURITY GUARANTEE

Online banking with peace of mind. Our Security Guarantee ensures that You'll receive a full reimbursement if unauthorized activity takes place on Your Account as long as You have met Your responsibilities outlined in this Agreement. For further details refer to Our Security Guarantee which is available online at https://www.laurentianbank.ca/en/personal_banking_services/my_money/reimbursement_guarantee.html.

18. RISKS AND DUTIES

Except for loss caused exclusively by Our gross negligence or intentional or willful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, You assume all risk of loss due to the use of the Services, including, without limitation, the risk of Third Party fraud and internal fraud of the Authorized User. You further agree that You will notify Laurentian Bank immediately:

- i. of any suspected or actual misuse or unauthorized use of the Password, biometric, Personal Verification Questions or Passcode; or
- ii. if the Password, Personal Verification Questions or Passcode becomes known to anyone other than You; or
- iii. if You receive Notification of any Transaction affecting the Account that alerts You of Account activity that was not authorized by You.

You will change the Password, Personal Verification Questions or Passcode if either of the Notification requirements above in i) or ii) arises.

You acknowledge that You are responsible for all use made of the Password, Personal Verification Questions and Passcode and that We are not liable for Your failure to comply with any part of this Agreement. You are liable for all authorized and unauthorized use, including all Transactions. You are also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, You expressly acknowledge and agree that You shall be bound by and liable for any use of the Password, Personal Verification Questions or Passcode by a member of Your or an Authorized User's household or business whether authorized by You or not.

You are liable for all transfers to linked Accounts (including those authorized by any Signing Officer). You bear all risk for all such Transactions.

Where You know of facts that give rise or ought to give rise to suspicion that any Transactions, or instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to Laurentian Bank or found invalid for any reason, You have a duty to make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and to disclose to Laurentian Bank, Your suspicion and the facts upon which Your suspicion is based ("**Suspicious Circumstances**").

Laurentian Bank may, in its sole discretion, investigate any Suspicious Circumstances disclosed by You, but We do not owe You any obligation to undertake Our own investigation of Suspicious Circumstances. Laurentian Bank may place a hold on all or some of Your Accounts pending investigation of any improper use of any Account. Any hold imposed by Laurentian Bank pursuant to any of the terms of this Agreement, or investigation undertaken by Laurentian Bank, is imposed or undertaken by Laurentian Bank at Our sole discretion and for Laurentian Bank's sole benefit.

Release of a hold by Laurentian Bank is not a confirmation that a Transaction, instruction, or Instrument is in fact good or cleared or not subject to chargeback and may not be relied upon as such by You. If to Our satisfaction any improper use is established, We can withdraw or suspend the Services and operation of the Account without notice.

19. RIGHTS FOR INNOCENT BREACH

Subject to the provisions of this Agreement and the Account Agreement:

- i. if You and a Signing Officer: (i) did not reveal the Password, Personal Verification Questions or Passcode to any other person, other than authorized Laurentian Bank agents or officers when required by Laurentian Bank; (ii) or write it down or otherwise record it; (iii) changed the Password, Personal Verification Questions and Passcode; and (iv) when required by this Agreement, You will not be liable for any unauthorized use that occurs after We have received written notice from You that the Password,

Personal Verification Questions or Passcode may have become known to someone other than You or the Signing Officers. We will not be considered to have received written notice until Laurentian Bank gives You written acknowledgement of receipt of such notice;

- ii. if You and each of the Authorized Users did not reveal the Password, Personal Verification Questions or Passcode to any other person, other than authorized Laurentian Bank agents or officers when required by Us, or write it down or otherwise record it, and changed the Password, Personal Verification Questions or Passcode when required by this Agreement, You shall not be liable for any unauthorized use that occurs after We have received written notice from You that the Password, Personal Verification Questions or Passcode may have become known to someone other than You or an Authorized User. We shall not be considered to have received written notice until We give You written acknowledgement of receipt of such notice; and
- iii. We will not otherwise be liable for any damages or other liabilities that You may incur by reason of Laurentian Bank acting, or failing to act, on Remote Instructions given in Your name whether or not You or a Signing Officer actually gave the Remote Instructions. We will not be liable for any damages or other liabilities that You may incur by reason of Laurentian Bank acting, or failing to act, on no statement requests made by You or a Delegate through LBCDirect Services or the Laurentian Bank App whether or not You or the Authorized User actually gave the Remote Instructions.

20. ACCESS TERMINAL SECURITY

If the Services are made available through the Internet or a telephone service provider, You acknowledge that although Laurentian Bank uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at Your risk. You acknowledge and shall ensure that any private Access Terminal used by You to access the Services is auto-locked by a password or biometric to prevent unauthorized use of that Access Terminal, has a current anti-contaminant program, and a firewall, and that each Authorized User acknowledges that it is Your personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. You further acknowledge, and shall ensure that each Authorized User acknowledges, that to reduce the risk of unauthorized access to the Account through the Access Terminal, You will sign out of the Services and, where applicable, close the browser or banking app when finished using it. You further acknowledge, and shall ensure that each Authorized User acknowledges, that using public or shared computers and certain other Access Terminals through an open WiFi or shared Bluetooth® portal, to access the Services increases the risk of unauthorized access to the Account, and You will take all reasonable precautions to avoid such use or inadvertent disclosure of the Password, Personal Verification Questions, or Passcode.

You have sole responsibility for adequate protection and backup of data and/or equipment and to take reasonable and appropriate precautions to scan for computer viruses, Contaminants or other destructive properties.

21. FRAUD PREVENTION AND DETECTION

You agree to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.

You agree to diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of Your Instruments or conduct of Transactions, Your reconciliation of the statement of account for the Account, or other banking functions.

22. THIRD PARTY SERVICES

Laurentian Bank may, from time to time, make services provided by Third Parties available through LBCDirect Services, Laurentian Bank Website or the Laurentian Bank App. You acknowledge and agree, and shall ensure that each Signing Officer acknowledges and agrees, that:

- i. Laurentian Bank makes the services of Third Parties available through LBCDirect Services, the Laurentian Bank App or Laurentian Bank Website for Your convenience only. The services are provided by the Third Party and not Laurentian Bank. Your relationship with the Third Party shall be a separate relationship, independent of the relationship between You and Laurentian Bank, and such a relationship is outside the control of Laurentian Bank;
- ii. We make no representation or warranty to You with respect to any services provided by a Third Party, and all information, products and other content included in or accessible from any Third Party service, whether express or implied, even though those services may be accessed by You or an Authorized User through LBCDirect Services, Laurentian Bank Website or the Laurentian Bank App;
- iii. You assume all risks associated with accessing or using the services of Third Parties;
- iv. We have no responsibility or liability to You in respect of services provided by a Third Party;
- v. Third Party service providers make no representations to you regarding the performance of its services. Third Party service providers will not be liable to You for any damages resulting from Your use of its services, under this Agreement or otherwise;
- vi. Your use of the Third Party services is subject to the terms and conditions of the Third Party service provider. For added clarity, You acknowledge that Your use of the Laurentian Bank App is subject to any terms set forth in the terms of service of the Third Party providing the Mobile Device on which the Laurentian Bank App operates (i.e. Apple iOS or Android). If you access or download the Laurentian Bank App from the Apple App store or the Google Play Store, you agree to all the terms and conditions of the Appstore license or the Google Play Store license;
- vii. You will raise no defense or claim against Laurentian Bank; and
- viii. the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

23. INDEMNITY

You agree to indemnify and hold Laurentian Bank and Our service providers (including Central 1) and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the **"Indemnified Parties"**) harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of the Services. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, punitive and consequential, incurred by the Indemnified Parties as a result of:

- i. any material breach of the use of the LBC*Direct* Services;
- ii. any unauthorized distribution/use of the app;
- iii. any alleged breach of privacy laws;
- iv. any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
- v. any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by You and the Delegate through LBC*Direct* Services or the Laurentian Bank App;
- vi. any breach of the app store agreements;
- vii. any Transaction that results in a negative balance in the Account; or
- viii. the consequences of any Transaction authorized by You or a Signing Officer.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon You and Your heirs, executors, successors, and assigns and shall survive the termination of this Agreement for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

24. SERVICES ACKNOWLEDGEMENT

You acknowledge and agree that:

- i. when transfers and bill payments are authorized through LBC*Direct* Services or the Laurentian Bank App, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by You;
- ii. anyone with access to the Password, Personal Verification Questions or Passcode may be able to access the Services and may use the Password, Personal Verification Questions or Passcode to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
- iii. We will not be liable in any way to You or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than You, or if bills owed by a person other than You are paid;
- iv. You will be liable for all Transactions conducted using the Services, including Transactions that benefit a person other than You or that result in the payment of bills owed by a person other than You; and
- v. a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

25. NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS

If, at Your request, We agree to cease printing and mailing statements of account for the Account to You, You acknowledge and agree that:

- a) You will be responsible to obtain (whether from Laurentian Bank or using the Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the **"Notification Date"**), notify Laurentian Bank of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;
- b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which You have notified Laurentian Bank in writing on or before the Notification Date), You agree that:
 - i) the amount of the balances shown on the last day of the calendar month is correct and binding on You subject to Our right to make reversals in accordance with this Agreement and the Account Agreement;
 - ii) all amounts charged to the Account are valid;
 - iii) You are not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
 - iv) You have verified the validity of any Instruments and instructions; and
 - v) the use of any Service shown is correct.

You acknowledge that:

- vi) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by Laurentian Bank and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
- vii) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by Laurentian Bank. A deposit or other credit that is not verified and accepted may

be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

- c) despite subsection b) above, if You have authorized PADs to be issued against any of the Accounts, You acknowledge that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
 - i) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and
 - ii) where the purpose of the PAD was for payment of goods and services related to commercial activities of You, the time period for making such a claim is ten business days from the date of debiting.

Claims must be made in writing to Laurentian Bank within the specified time period and in compliance with the Rules, as amended from time to time.

26. BILL PAYMENTS MADE THROUGH LBCDIRECT SERVICES

You acknowledge and agree that:

- a) bill payments made through LBCDirect Services or the Laurentian Bank App are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
- b) it is Your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- c) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;
- d) if You have made or received a bill payment in error, We may, but are not obliged to, assist You by initiating or processing a **"Bill Payment Error Correction Debit"**, as defined under the Rules, and if so initiated, You agree to indemnify Laurentian Bank for any direct loss, costs, or damages incurred, and will pay to Laurentian Bank any reasonable service charges or fees related to the provision of the service; and
- e) if We initiate or process a Bill Payment Error Correction Debit affecting Your Accounts or affairs, and if We did so without gross negligence or intent to cause loss or harm, We shall be held harmless for any and all loss, costs, or damages suffered or incurred by You, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

27. SERVICES AND THIRD PARTIES

In respect of all the Services and any Third Party services made available by Laurentian Bank, You shall not, and shall ensure that each Authorized User does not:

- a) use the Services for an illegal, fraudulent, or defamatory purpose; and
- b) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the Services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Services or Third Party Services).

If You or an Authorized User breach these provisions Your participation in the Services or any service provided by Laurentian Bank or a Third Party may be suspended or terminated.

28. E-DELIVERY SERVICES

If Laurentian Bank through LBCDirect Services or the Laurentian Bank App makes e-Delivery Services available and You use the e-Delivery Services:

- a) You consent to Our Third Party service provider(s) preparing, using, and disclosing reports relative to the performance and operation of the e-Delivery Services, including statistical or performance reports and other analysis, compilation, and information about the e-Delivery Services or You, and reports that pertain to Your involvement in and use of the e-Delivery Services. You further consent to Our Third Party service provider(s) disclosing to Central 1 Depositor and/or Authorized User-specific data that consists of the total number of Billers for which You have registered, without identifying those Billers apart from Laurentian Bank and its affiliates, and without identifying detailed data of Your viewing activities;
- b) You acknowledge that Our Third Party service provider(s) will not respond directly to You with respect to any inquiries, requests, questions, complaints, or other issues relating to the e-Delivery Services in any way, other than to direct You to Laurentian Bank or the Biller; and
- c) You acknowledge that the consents contained in a) above are requirements of the e-Delivery Services and that if such consents are withdrawn, Your participation in the e-Delivery Services may be suspended or terminated and any or all documents may not be presented via the e-Delivery Services.

You hereby designate LBCDirect and the Laurentian Bank App and any email associated with Your Accounts (or any links accessible via these means) as the communication means for receiving electronic documents such as those set out in paragraphs i. to ix. below (collectively, **"Documents"**). In addition, Laurentian Bank may deliver electronic Documents through any of these communication means in any one or more of the following ways:

1. by Laurentian Bank posting a message in the message centre made available on LBCDirect or the Laurentian Bank App to notify You that the Document is available to You in an attached hyperlink or PDF document or at the location indicated thereto;
2. by Laurentian Bank placing the Document directly in the message centre made available on the LBCDirect or the Laurentian Bank App;
3. by Laurentian Bank sending You a Document directly to the email associated with Your Accounts (or by Laurentian Bank sending You a message at Your email address associated with Your Accounts, which includes a hyperlink through which the Document is accessible via the message);
4. by Laurentian Bank inserting a message in Your statement; or
5. by presenting the Document to You as part of a transaction or selection available only at the time it is presented.

You agree to receiving electronically the following notices and information regarding the Services and any of the following products You hold or may in the future hold with Laurentian Bank (including, without limitation the Account): any account (whether registered or not) for deposit, deposit account, term deposit, guaranteed investment certificate, loan, lines of credit, home equity lines of credit, credit cards, loans or mortgage loans:

- (i) Any application, terms and conditions, customer agreement and form (including all insurance forms and related documents, if applicable) relating to the products (including the Account) and services (including the Services);
- (ii) Statements;
- (iii) Any communication relating to the products (including the Account) and services (including the Services), including any notice or modification;
- (iv) Notices or agreements relating to modifications and changes to the terms and conditions governing your products (including the Account) and services (including the Services);
- (v) Annual notices or other notices regarding your products (including the Account) and services (including the Services), including without limitation any tax related documentation;
- (vi) Notice of change regarding applicable interest rate(s), fee(s) (including new fees), charges, or other item mentioned in the disclosure statements that We provide to You when You open a product (including the Account) and services (including the Services) with Us;
- (vii) Any other document, information, notice or confirmation Laurentian Bank is required by law to provide You in respect to your products (including the Account) and services (including the Services);
- (viii) Surveys regarding customer and service experience, either directly through Laurentian Bank or through a Third Party service provider; and
- (ix) Other electronic documents, including notices or information that Laurentian Bank is required to provide by law as well as secured and non-secured messages from Laurentian Bank.

This consent to delivery of electronic documents and e-Delivery Services You are providing is supplemental to (and will not override) any other consent to delivery of electronic documents You have already provided to Laurentian Bank.

You acknowledge that You are responsible for advising Laurentian Bank of any change of Your Contact Info including but without limitation, Your or Your commercial entity's address, phone number and email through any of the following means: (i) by contacting Our Telebanking Centre immediately at 514-252-1846 or toll-free at 1-800-252-1846, seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time); (ii) in Your profile section of LBCDirect, or (iii) by contacting Your Account manager or a member of Your Business Centre team or at a Laurentian Bank branch, as applicable.

You may revoke Your consent to receive documents electronically by either of the following means: (a) by contacting Our Telebanking Centre immediately at 514-252-1846 or toll-free at 1-800-252-1846, seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time); or (b) online via the LBCDirect secure messaging service; or (c) by contacting Your Account Manager or a member of Your Business Center team or at a Laurentian Bank branch, as applicable; or (d) by sending Laurentian Bank a written notice indicating clearly and specifically that You revoke Your consent to receiving any document electronically, by mail, to Your Laurentian Bank branch or Your Business Center. In this case, Laurentian Bank will send You, by regular mail at the latest address on Your file, an acknowledgment of receipt of Your revocation in which Laurentian Bank will confirm to you the effective date of Your revocation. You acknowledge that revoking Your consent by mail may result in delays in the treatment of Your revocation, and the limitation of liability contained in this Agreement will apply.

Documents will be available on Your LBCDirect secure session for a maximum period of 7 years and You are responsible for printing and keeping copies of these records. Should the Laurentian Bank App be unavailable, or should access be terminated at any point in time, You will need to retrieve electronic documents from LBCDirect.

It is Your responsibility to download (save) and/or print a copy and/or taken a screen shot of these Documents for Your file as You will not be provided with paper copies. For example, where a Document is electronically delivered to You at the email associated with Your Account, Your email service provider may make the email and documents available to You for a different period than what is indicated by Laurentian Bank.

You acknowledge that any alert issued to You to inform You that a document is available to You through the LBCDirect or the Laurentian Bank App or sent to the email associated with Your Account may be delayed, undelivered or inaccurately delivered to You due to technical factors or any other reason independent of Laurentian Bank's will. You also acknowledge that there may be a delay of treatment of Your revocation of Your consent sent to Laurentian Bank. Laurentian Bank will not be responsible for any damage, action, demand, cause of action, loss, fee or expense arising out of any such delay or issue, directly or indirectly.

By logging in, You thereby accept the terms and conditions herein. Such consent to delivery of electronic documents to take effect upon Your agreeing to these terms and conditions.

Laurentian Bank reserves itself the right to send You documents in a paper form should it be unable to send them electronically, if Laurentian Bank has a reason to believe You may not have received said documents or in any other circumstance where Laurentian Bank feels it is appropriate to do so.

29. TRANSFERS WITH EXTERNAL ACCOUNTS

If Laurentian Bank through the Services enables You or a Signing Officer to authorize the transfer funds between the Account and an External Account, then:

- a) You agree to inform Laurentian Bank in writing of the External Accounts You wish to link to the Account in a form acceptable to Laurentian Bank;
- b) We reserve the right to refuse to accept the External Account;
- c) You agree to provide Laurentian Bank with Laurentian Bank number, Business Center or branch address or number, and the account number of the External Account You wish to link to the Account. We reserve the right to verify the External Account. You acknowledge that such verification may require the exchange of personal information of You and any Signing Officer, and You consent, and shall ensure that each Signing Officer consents, to such use and disclosure of personal information;

- d) You and the External Account holder must provide authorization to establish the link between the Account and the External Account;
- e) You agree to not link the Account to an account that is not owned by You or Your commercial entity, as applicable;
- f) You acknowledge agree, and shall ensure that each Authorized User and agrees that We, at Our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;
- g) You may only link an Account denominated in Canadian dollars to an External Account denominated in Canadian dollars, and only if the External Account is with a financial institution domiciled in Canada;
- h) We reserve the right to limit: the number of External Accounts that can be linked to the Account; the dollar amount of Transactions to or from the External Account; and the number of Transactions to or from the External Account;
- i) We reserve the right to hold funds on the Transaction amount (and You agree that, in compliance with Laurentian Bank's Funds Holding Policy, which is available in the "My Money" Guide or "My Transactional Tools" Guide, Laurentian Bank may hold funds that result from the deposit of any Instrument in Your Account);
- j) You consent, and shall ensure that each Authorized User consents, to the disclosure from financial institution that holds the External Account of any Personal Information provided to Laurentian Bank with respect to Transactions to or from the External Account. You also consent, and shall ensure that each Authorized User consents, to the disclosure to Laurentian Bank of any Personal Information provided by the financial institution holding the External Account of any Personal Information provided to such financial institution with respect to Transactions to or from the External Account;
- k) funds usually arrive in Your External Account or Account within three to five (3 - 5) business days from the day the Transaction is authorized. We cannot guarantee the date of, or the maximum time required to complete a deposit to the Account or External Account. We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;
- l) all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
- m) You agree that for security or risk management purposes and at Our discretion, a nominal sum may be credited to the External Account once per year.

30. TRANSFERS WITH LINKED ACCOUNTS

If Laurentian Bank through LBC*Direct* Services enables You or an Authorized User to link multiple Accounts to a single user name to allow You or an Authorized User to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through LBC*Direct* Services, then:

- a) We reserve the right to refuse to accept any Account;
- b) You agree, and shall ensure that each Authorized User agrees, that We, at Our discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c) We reserve the right to limit: the number of Accounts that can be linked; the dollar amount of Transactions made to or from a linked Account; and the number of Transactions made to or from a linked Account;
- d) Laurentian Bank reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by Laurentian Bank, during which time the Transaction or portion thereof will not be accessible to You;
- e) You agree, and shall ensure that each Authorized User agrees, that Laurentian Bank cannot guarantee the date of a Transaction to and from a linked Account. Laurentian Bank will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and
- f) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

31. INTERAC E-TRANSFER® SERVICES

If Laurentian Bank through LBC*Direct* Services or the Laurentian Bank App makes *Interac* e-Transfer® Services available and You or a Signing Officer use the *Interac* e-Transfer® Services, You acknowledge and agree, and shall ensure that each Authorized User agrees, that:

- a) the *Interac* e-Transfer® Services are only available in Canadian dollars;
- b) the Account will be debited as soon as You, a Transactional Delegate or a Signing Officer initiate a Transaction, and We may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. *Interac*® will send an email or text message to the recipient at the email address or mobile number inbox that You provide. The email or text message will identify You as the sender or requestor, and the *Interac* e-Transfer® amount, the name of the recipient, and that You are using the *Interac* e-Transfer® Services. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, We are deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled (If You send an *Interac* e-Transfer® using the *Interac* e-Transfer® Services that is declined, cancelled or that automatically expired, Laurentian Bank may attempt to redeposit the value of such *Interac* e-Transfer® into the Account from which the funds originated or, at its sole discretion, either deposit the value of such *Interac* e-Transfer® into another one of Your Accounts or hold the funds in one of the Laurentian Bank's branches);
- c) Transactions sent and received through the *Interac* e-Transfer® Services are subject to number and dollar limits that may change from time to time without prior notice to You;
- d) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Laurentian Bank, Interac Corp., or a Participating Financial Institution;
- e) an *Interac* e-Transfer® Notice advising the recipient of the Transaction may be generated within approximately 30 minutes after You or a Signing Officer originate the Transaction;

- f) You are responsible for reviewing the status of any *Interac* e-Transfer[®] sent or requested using the *Interac* e-Transfer[®] Services;
- g) You shall use the services as per the instructions and guidelines provided by Laurentian Bank which may be amended by Laurentian Bank from time to time. Your registration to and use of the services shall constitute acceptance of the guidelines provided by Laurentian Bank;
- h) as the sender, You and each Authorized User will keep the *Interac* e-Transfer[®] Answer confidential and will not disclose it or share it with anyone but the intended recipient; You and each Authorized User will select an *Interac* e-Transfer[®] Answer that is known only to the recipient and that cannot be easily determined via social media or other means; You will not disclose the *Interac* e-Transfer[®] Answer in the applicable security question, hint or Transaction details (including the optional message field); and You and each Authorized User will not provide the recipient the *Interac* e-Transfer[®] Answer via the email or phone number that was used to send the *Interac* e-Transfer[®] Notice;
- i) if applicable, the recipient must correctly provide the *Interac* e-Transfer[®] Answer to claim the Transaction;
- j) *Interac*[®] keeps on file only one *Interac* e-Transfer[®] Answer per recipient. If an *Interac* e-Transfer[®] security question or Answer is changed for a recipient, it overrides any previously saved *Interac* e-Transfer[®] security question and Answer for that recipient and applies to all outstanding *Interac* e-Transfer[®] for the recipient; The new *Interac* e-Transfer[®] security question or Answer will enable the recipient to accept any previously sent *Interac* e-Transfer[®] that have not yet been claimed, expired, or cancelled;
- k) We, the other Participating Financial Institution, and Interac Corp. or Interac Corp.'s agents are entitled to pay the Transaction amount to anyone who, using the *Interac* e-Transfer[®] Services, claims to be the recipient and successfully provides the *Interac* e-Transfer[®] Answer;
- l) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever incurred as a result of a Third Party, other than the intended recipient to the Transaction, guessing or obtaining the *Interac* e-Transfer[®] Answer through any means other than in the event of a Wrongful Activity, however notwithstanding the foregoing, in the event of an intercepted Transaction from Your Account where the funds did not reach the intended recipient, We may provide reimbursement to You provided that You or each Authorized User did not participate in the Wrongful Activity, You fully cooperate in the investigation of such event, and that You have satisfied and remain in compliance with all of the applicable terms and conditions in this Agreement;
- m) as the recipient, You and each Authorized User will not disclose the *Interac* e-Transfer[®] Answer except as required to claim the transfer;
- n) the recipient may claim a Transaction using Our online banking services or another Participating Financial Institution; Transactions sent via account number, payment identifier, Autodeposit, or request for funds sent through *Interac* e-Transfer[®] Services may be automatically deposited into the account of the recipient / requestor;
- o) if the recipient declines a Transaction that You initiated, the Transaction will be returned to You;
- p) while the *Interac* e-Transfer[®] Notice is usually delivered to the recipient within 30 minutes, We do not guarantee the time of deposit;
- q) as the sender, the Transaction will be returned to You if the recipient does not claim the Transaction within 30 days of the date the transfer is initiated, if the Transaction cannot be successfully sent to the recipient's *Interac* e-Transfer[®] Contact Information as provided by You, or if the recipient declines the Transaction;
- r) as the recipient of an *Interac* e-Transfer[®], You agree that an *Interac* e-Transfer[®] may be stopped at any time by the sender before You have claimed the *Interac* e-Transfer[®];
- s) as the recipient of an *Interac* e-Transfer[®], You agree that You will not disclose the *Interac* e-Transfer[®] question and Answer to anyone;
- t) as the sender, You and each Authorized User are responsible for providing the recipient's correct *Interac* e-Transfer[®] Contact Information and further agree that the recipient has consented to such notice in compliance with any applicable requirements of Canada's Anti-Spam Legislation (CASL) and to Your use of the *Interac* e-Transfer[®] Contact Information for *Interac* e-Transfer[®] Services purposes, including its provision to Laurentian Bank, the other Participating Financial Institution, and Interac Corp.;
- u) We may cancel a Transaction if We have reason to believe that a mistake has occurred or if We believe that the Transaction is a product of unlawful or fraudulent activity;
- v) You are responsible for providing the recipient's correct *Interac* e-Transfer[®] Contact Information and will immediately update it via *LBCDirect* Services if there are any changes to the *Interac* e-Transfer[®] Contact Information;
- w) as the sender, You or an Authorized User may cancel a Transaction before the recipient successfully claims the Transaction. As the recipient, You and each Authorized User acknowledge that a Transaction may be cancelled up to the time You or an Authorized User successfully claim the Transaction;
- x) all disputes will be handled directly between the sender and the recipient without the participation of Laurentian Bank, its Third Party service providers or any other party;
- y) We may refuse to provide *Interac* e-Transfer[®] Services for You;
- z) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction;
- aa) You are responsible for charges, if any, or data rates that Your applicable service provider may apply for transmitting and receiving data (including but not limited to data roaming charges);
- bb) as the recipient, if You have activated the Autodeposit feature for the email address used by the sender to send You funds, or by other means that may become available, such as mobile number, then the money You receive via *Interac* e-Transfer[®] Services is automatically deposited into Your account and You will not have to provide the *Interac* e-Transfer[®] Answer[®], notwithstanding that the Autodeposit feature is subject to support by the sender's respective financial institution;
- cc) if You or an Authorized User are the requestor of funds through *Interac* e-Transfer[®] Services, You or an Authorized User must provide the email address or mobile number of the recipient of Your request, You further agree such request is in compliance with any applicable requirements of Canada's Anti-Spam Legislation (CASL) and that the recipient of such request has

consented to Your use of the *Interac* e-Transfer® Contact Information for *Interac* e-Transfer® Services purposes, including its provision to Laurentian Bank, the other Participating Financial Institution, and Interac Corp.; You or an Authorized User must provide the eligible account You want Laurentian Bank to use to deposit the money You receive, if Your recipient accepts Your request;

- dd) if You accept a request of funds, You must confirm the information received and agree to send the requested funds to the requestor; and if You refuse the request, You can send the requestor the reason for refusal. Laurentian Bank is not responsible for communicating with the recipient on Your behalf, nor for ensuring the request for funds gets fulfilled;
- ee) Laurentian Bank will not examine any optional message included in connection with the *Interac* e-Transfer® Services and We assume no responsibility for the contents of the optional message;
- ff) Your optional message and contact name cannot contain any invalid characters (examples: < or >, { or }, %, &, #, \ or ") or restricted text (examples: http:, https:, JavaScript, www., function or return). You are solely responsible for the contents of any option messages, and You are prohibited from sending or receiving a message that is potentially harmful in any way. It is prohibited for messages to include sensitive personal information. If any is included, You confirm appropriate consents have been provided or obtained;
- gg) You agree that it is Your responsibility, as sender, to provide complete and accurate information about the recipient and, as the recipient to any request for transfer, to respond only to requests that You are expecting and have consented, to such requestor of funds, to receiving; and
- hh) You agree and acknowledge that any personal information sent through *Interac* e-Transfer® Services by You or an Authorized User, whether through the transfer of funds or a request for funds, shall be Your responsibility, and Laurentian Bank, nor any of its Third Party service providers, shall not be liable for any cost, expense, loss, damage, or inconvenience for any violation of applicable privacy laws or regulations, as the case may be, and for certainty, You further consent that any transfer of Personal Information through *Interac* e-Transfer® Services shall be subject to the privacy policies of Laurentian Bank.

32. UNAUTHORIZED PAYMENTS

By using the Services, You cannot pay bills or transfer funds between Accounts with the same suffix in an amount that exceed the available balance or available overdraft of the source Account.

33. VIEWING DOCUMENTS

We may, in connection with *LBCDirect* Services, permit You and an Authorized User to view and print images of documents. You acknowledge and agree that such images are made available by Laurentian Bank as a service to You and the provision of such images does not in any way oblige Laurentian Bank to permit You and an Authorized User to view and print images of documents.

34. WITHDRAWALS AND DEPOSITS

Unless You have made other arrangements with Laurentian Bank, amounts credited to Your Account as a result of deposits using the ABM Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are paid. Laurentian Bank may require a five-day (5-day) notice for any withdrawal. Withdrawals or transfers effected by the use of the ABM Card will be debited to Your Account at the time they are made. Laurentian Bank is authorized to endorse on Your behalf any Instrument to be applied to Your Account which has been deposited for acceptance or collection. You will not deposit any coins or worthless, counterfeit or fraudulent items to Your Account, into any ATM, or using Your Mobile Device, and will pay to Laurentian Bank any damages, costs or losses suffered by Laurentian Bank as a result of any such deposit.

35. LIMITS

A Third Party may set access limits, including the amount of money You are permitted to send or receive when You use its services (including the *Interac* e-Transfer® Services). Laurentian Bank may establish several limits to access (for example, limits to the amount that You may transfer in a given day or limits to the number of payments You can make in a given day) for the Services (including all *LBCDirect* Services and services available on the Laurentian Bank App). Laurentian Bank may modify these limits when it so deems appropriate and without informing You or obtaining Your consent.

36. LOST, STOLEN OR COMPROMISED OF PASSWORD OR MOBILE DEVICE

If You become aware that Your Mobile Device used in conjunction with the Laurentian Bank App is lost or stolen, or that the Password, Personal Verification Questions or Passcode has been made accessible to another person (including if any other person's biometric gets stored on Your Mobile Device), You will notify Laurentian Bank or Our agent immediately, whereupon the Laurentian Bank App will be suspended or the Password, Personal Verification Questions or Passcode changed. The instant such notice is actually received by Laurentian Bank or when We are satisfied that You became the victim of fraud, theft, or coercion by trickery, force or intimidation, Your liability for further use of the Laurentian Bank App will terminate, and You will be entitled to recover from Laurentian Bank any subsequent losses suffered by You through the use of the Laurentian Bank App.

37. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS

In the event of a problem with a Transaction, or unauthorized Transaction, other than a matter related to goods or services provided by Merchants, You will report the issue promptly to Laurentian Bank and We will investigate and respond to the issue on a timely basis. We will not unreasonably restrict You from the use of any funds subject to dispute, provided that it is reasonably evident that You did not contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to Your report of a problem or unauthorized Transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by You. Reimbursement will be made for losses from a problem or unauthorized use in this time frame provided that on the balance of probabilities it is shown that You did not knowingly contribute to the problem or unauthorized Transaction and that You took reasonable steps to: (i) protect the confidentiality of Your Password, Personal Verification Questions or Passcode; (ii) use security safeguards to protect against and

detect loss, theft, and unauthorized access; (iii) act immediately, upon receiving a notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to Us; and (iv) comply with this Agreement, the Account Agreement and any other applicable agreement. An extension of the ten (10) day limit may be necessary if We require You to provide a written statement or affidavit to aid its investigation.

Subject to applicable law, You must settle directly with any Merchant any disputes or claims You may have. We have no responsibility for any problems or disputes with Merchants, including if a Merchant does not credit You for a bill payment, refund any amount to You, imposes any additional charges on You (such as late fees or interest penalties), or takes any other actions.

38. GENERAL LIABILITY

You will not hold Laurentian Bank liable in the following cases: (i) any delays, damages or inconveniences caused by the operational failure or malfunction of Your ABM Card, an ABM, the Laurentian Bank App or LBCDirect Service or by Your inability to access an ABM, the Laurentian Bank App or LBCDirect Service; (ii) for the quality of the goods or services obtained through the use of Your ABM Card, the Laurentian Bank App or LBCDirect Service; (iii) data security breach related to Personal Information residing on Your ABM Card, the Laurentian Bank App, the Laurentian Bank Website or other Laurentian Bank systems.

39. COMPLAINTS AND DISPUTE RESOLUTION

Feel free to share Your comments or complaints with us anytime. As needed, start by contacting Your branch advisor or Business Center team, or one our Client Service Representatives by:

Phone: 514-522-1846 or 1-800-522-1846 (toll free)

Fax: 416-865-5930

Email: visit laurentianbank.ca and complete the form on the "Contact us" section

Mail: Laurentian Bank Customer Inquiries

1360 René-Lévesque Boulevard West, Suite 600, Montreal, Quebec H3G 0E5

If your concern is not resolved, You may escalate your concern by contacting:

LAURENTIAN BANK OF CANADA CUSTOMER INQUIRIES

1360 René-Lévesque Boulevard West, Suite 600, Montréal, Quebec H3G 0E5

Telephone: 514-284-3987 or 1-877-803-3731 (toll-free)

Fax: 416-865-5930

Email: customer_inquiries@laurentianbank.ca

Still not satisfied with how things turned out? Contact the Head of Complaints Resolution Office, preferably in writing:

HEAD OF COMPLAINTS RESOLUTION OFFICE

1360 René-Lévesque Boulevard West, Suite 600, Montreal, Quebec H3G 0E5

Telephone: 1-800-479-1244 (toll-free) or 514-284-7192

Fax: 1-800-473-4790 (toll-free)

Email: HCR@laurentianbank.ca

Still not satisfied? You can get in touch with the Ombudsman for Banking Services and Investments using the following contact information:

OMBUDSMAN FOR BANKING SERVICES AND INVESTMENTS (OBSI)

20 Queen Street West, Suite 2400, P.O. Box 8, Toronto, Ontario M5H 3R3

Telephone: toll-free 1-888-451-4519 or 416-287-2877

Fax: 416-225-4722 • or toll-free 1-888-422-2865

Email: ombudsman@obsi.ca

TTY Telephone: 1-844-358-3442

Website: obsi.ca

You can also get in touch with the Financial Consumer Agency of Canada (FCAC) using the following contact information:

FINANCIAL CONSUMER AGENCY OF CANADA

427 Laurier Avenue West, 6th floor, Ottawa, Ontario K1R 1B9

Telephone: 613-996-5454 • 1-866-461-3222 (toll-free)

Fax: 1-866-814-2224 (toll-free)

Email: info@fcac-acfc-gc-ca

Website: www.fcac-acfc.gc.ca

OTHER RECOURSES

To file a complaint regarding the protection of Your personal information, You can contact the Office of the Privacy Commissioner of Canada at:

30 Victoria Street, Gatineau, Quebec K1A 1H3

Phone: 819-994-5444 or toll-free 1-800-282-1376

Phone (TTY): 819-994-6591

Fax: 819-994-5424

If You have any questions, concerns or dissatisfactions regarding the measures we take to better serve seniors¹ in application of the Code of Conduct for the Delivery of Banking Services to Seniors, You may contact:

Seniors Champion of Laurentian Bank

1360 René-Lévesque Boulevard West, suite 600

Montréal, Quebec H3G 0E5

Email: seniors_champion@lbcfg.ca

40. REGARDING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS

In the event of a problem with a LBC*Direct* Services Transaction or an unauthorized LBC*Direct* Services or Laurentian Bank App Transaction, You will report the issue immediately to Laurentian Bank. We will investigate and respond to the issue in a timely way. We will not unreasonably restrict You from the use of the Account subject to dispute, as long as it is reasonably evident that You did not cause or contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction within ten business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by You. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that You have complied with this Agreement and on the balance of probabilities it is shown that You took all reasonable and required steps to:

- i. protect the confidentiality of the Password, Personal Verification Questions and Passcode as required by this Agreement and the Account Agreement;
- ii. use security safeguards to protect against and detect loss, theft, and unauthorized access as required by this Agreement and the Account Agreement; and
- iii. act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to Laurentian Bank.

41. LAURENTIAN BANK FEES

You acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this Agreement and all service charges stipulated in the "My Money" fees Guide or "My transactional tools" guide, as modified from time to time by Laurentian Bank, including, without limiting the generality of the foregoing, any processing or research fees related to: (i) a seizure, request for payment or information from any administrative or legal procedure initiated by a Third Party in accordance with applicable laws; (ii) any request for a credit history; and (iii) any research request made by You. You authorize Laurentian Bank to debit these fees (including cheque orders) directly to Your Account. All applicable fees will be withdrawn from Your Account on the last day of each month or at any other agreed-upon frequency, commencing with the month You subscribed to any service or products. If You cancel Your subscription, fees for the current month will not be withdrawn from Your Account; however, the regular fee schedule will be applied retroactively to Your Account on the first day of the current month.

Laurentian Bank may change, at any time, the charges applicable to all Your Services by posting its new pricing schedule in its branches or Business Centers, at its ABMs, on the Laurentian Bank Website or, if You receive a statement, by sending it to You. These changes will enter into effect sixty (60) days after the beginning of the posting or, in the case of a statement, thirty (30) days after the sending date of the new pricing schedule.

42. THIRD PARTY CHARGES AND FEES

You are solely responsible for Your Mobile Devices (including the purchase, maintenance, use, operation, and performance of thereof) and all communication fees and charges (including fees and charges respecting cellular, data, WiFi, Internet and network access or usage) in connection with access to or use of the Laurentian Bank App, the LBC*Direct* Services, other services and Services using Mobile Devices.

43. TAXES

Laurentian Bank may withhold all sums from Your Account that it may collect, on Your behalf, for all taxes applicable to products and services where required by law.

The Depositor undertakes to notify Laurentian Bank of any change in its Canadian resident status and to repay Laurentian Bank any amount paid by it subsequent to a request from a relevant tax authority.

44. MANDATE

Laurentian Bank is authorized to endorse on Your behalf any Instrument credited to Your Account which has been given to it for acceptance or collection.

45. CHANGES AND TERMINATION OF AGREEMENT

Laurentian Bank may change, at any time, the terms and conditions of and the services governed by this Agreement by posting the changes in its branches or Business Centers, at its ABMs, on the Laurentian Bank Website, the Laurentian Bank App, or, if You receive a statement, by written or electronic notice. A copy of the changes will be made available in the branches or Business Centers. These changes will take effect ten (10) days after the beginning of posting or the date of the notice. The use of Your ABM Card or Your Account (including through the use of the Services) after the effective date of a change will constitute proof of Your acceptance of the changes made to the Agreement.

Laurentian Bank reserves the right to suspend the use of Your Account, to limit the use You make of it or to close it, at any time, with notice if You do not comply with the provisions of this Agreement or any related agreement, or if You deposit an Instrument that proves to be altered, counterfeit or fraudulent, or if You perform a suspicious, unusual, irregular, fraudulent or abusive Transaction,

or if You are the victim of fraud or in the event of a dispute or contradictory instruction between joint Account holders relative to the Account until such time as the situation has been resolved.

If Laurentian Bank terminates this Agreement, You must immediately repay any amount due to Laurentian Bank.

You remain responsible for the Instruments drawn on Your Account or deposited therein which are pending and uncleared, even after Your Account is closed by You or Laurentian Bank. Laurentian Bank remains the owner of the ABM Card and may restrict the use of the ABM Card, or may terminate this Agreement and Your right to use the ABM Card, at any time, with or without cause, and without notice to You. You will return the ABM Card to Laurentian Bank or disable the Service on Your Mobile Device upon request.

You can cancel this Agreement or the Services offered by notifying Laurentian Bank. Any notice of termination shall not release You from any obligations incurred under this Agreement.

46. CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

LBC Group collects, uses and discloses Your Personal Information in accordance with Our privacy practices. These practices are further detailed in its Privacy Statement and in the brochure called "Questions of Privacy", both of which are available online at <https://www.banquelaurentienne.ca/en/security.html>. Here are the key elements of these documents:

46.1 Personal Information. In order to establish a relationship with You, and for the purposes described below, LBC Group collects Personal Information about You. The Personal Information collected by LBC Group depends on the type of products or services You use and Your personal situation. Personal Information is mainly obtained from You when You provide this information in writing or orally, or as You use products or services (and generate a Transaction history, for example). Personal Information can also be collected from other sources, as described below.

46.2 Collection, Use and Disclosure of Your Personal Information. LBC Group collects and uses Your Personal Information in order to **establish** a relationship with You. The purposes for which Your (and each Authorized User's) Personal Information is collected, used and disclosed include:

- a. verify Your identity, and the identity of and each Authorized User, and ensure accurate capture of your information;
- b. give You access to a product or service, including online Services, or allow You to buy or subscribe to such a product or service, and ensure that all related transactions are supported and implemented;
- c. allow LBC Group to deliver, manage and improve the products and services, including online Services, We provide to You and contact You about Us, including for internal training and quality assurance purposes;
- d. give You access to the Services; to create, establish and administer your accounts and to respond to Your, or a supplier, inquiries. In the event that You download and/or use any of Our applications, We may require and collect, directly from you, information necessary to authenticate You. We may also record Your IP geolocation, allowing us to block the access when the user is outside of Canada;
- e. understand Your financial situation and identify Your needs, particularly to offer adequate financial and credit opportunities;
- f. determine Your eligibility for products and services;
- g. monitoring or recording your interactions with the LBC Group through telephone or video-conference calls, through automated means, whether by interaction with the Laurentian Bank Website, by the use of surveillance, including video recording, in and around our Laurentian Bank branches or Business Center, bank machines and other locations;
- h. carry on business with You;
- i. comply with a subpoena, warrant or other court order, or as may be otherwise required or authorized by law or by any regulatory bodies having jurisdiction;
- j. protect You, LBC Group and Our clients from errors, omissions or fraud and criminal activity, including the prevention, detection and investigation of fraud, money laundering, cyber threats and other such risks and threats;
- k. support risk and operational management at LBC Group (including, without limitation, the collection of any debt until full payment of any amount as may be owing to LBC Group, and also including compliance with legal and regulatory requirements and communications with regulatory authorities);
- l. perform analysis, particularly to understand LBC Group's clients and develop or customize products and services and user experience, including when carrying out surveys you choose to respond to, or to provide feedback and statistical information to our service providers regarding their services

We may obtain Personal Information and reports about You from Equifax Canada Co., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of Your Personal Information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca.

Unless required or authorized by law, LBC Group will not collect, use or disclose Personal Information for any other or new purpose without obtaining further consent.

46.3 Third Parties. For the purposes outlined above, You authorized LBC Group to collect Your Personal Information from Third Parties or disclose Your Personal Information to Third Parties in the following cases:

- a. You authorize LBC Group to transfer Your Personal Information to its employees, its affiliates, its agents, representatives and service providers acting on its behalf, who need access for business reasons, or whose duties reasonably so require and who are bound to maintain the confidentiality of this information. You also authorize LBC Group to disclose your Personal Information to an individual who, in the reasonable judgement of LBC Group, is acting on behalf of the individual in question, such as through a power of attorney;
- b. You authorize LBC Group to collect or disclose Your Personal Information to Third Party service providers who are bound to maintain the confidentiality of this information. LBC Group's Third Party service providers provide services such as transactional, insurance (and reinsurance), technology, document and material preparation, mailing/electronic mailings, courier, cash management, client management and service, document storage, record keeping, and cash logistics services; such service providers may be located outside Quebec (including within the United States);
- c. Until full payment of any amount as may be owing to LBC Group, or until the Services are closed, You authorize LBC Group, without seeking further consent:

- i. to obtain and disclose information regarding Your solvency or financial situation from and to legally authorized persons and, when applicable, any credit bureau, any personal information agent, any person referred to in credit reports obtained, any financial institution, fiscal authority, creditor, employer, public organization, any mortgage/hypothecary insurer or any other person providing references, and authorize such persons to disclose the information requested;
 - ii. to receive Your credit reports from the credit reporting agencies and to use those reports for the purposes of any credit request or overdraft protection, renewal, refinancing, collection or management related to an existing credit product; and to use those reports for the purposes of verifying Your current and ongoing creditworthiness, complying with regulatory requirements (such as those applicable to anti-money laundering efforts) and assessing and managing LBC Group's risk; and
 - iii. to request, without obtaining further consent or providing notice to You, credit reports at any time it deems appropriate, to allow LBC Group to assess credit risks on an ongoing basis. In addition, Your full credit history report may also be obtained by LBC Group if it has reasonable grounds to request it (such as for the collection of any debt, for example), whether your prior consent was obtained or not;
- d. You authorize LBC Group to disclose Your Personal information;
- i. to any insurer of an insurance product to which You adhere or subscribe as an accessory to Your Visa* card or any other product offered by LBC Group, in order to administer Your insurance coverage;
 - ii. to competent authorities to comply with a subpoena, warrant or other court order, or as may be otherwise required or authorized by law or by any regulatory bodies having jurisdiction over LBC Group, or any of its service providers;
 - iii. in cases of fraud, inquiry or breach of any agreement or any statutory violation and as otherwise permitted or required by applicable law;
 - iv. to other financial institutions when inter-bank communication is required to detect, suppress, prevent or control fraud or to investigate a breach of any agreement or any statutory violation;
 - v. to a third party with which We are considering or entering into a business transaction involving Personal Information, such as selling or securitizing assets, We may share information with the other parties to the transaction;
 - vi. to payment card networks in order to operate or administer the payment card system that supports the Services such as Interac® or Accounts you have with Us (including for any products or services provided or made available by the payment card network as part of Your Services or Accounts with Us);
 - vii. to the Merchants for the purposes of protection against fraud and in the context of the Account update service;
 - viii. to marketing partners and Third Party service providers for the purposes of research or, statistics such as, for example, the number of our customers residing in a given area or postal code which detain a certain product or service.

46.4 Assignment. You acknowledge that LBC Group may, at all times, without notifying You, assign Your products and services, including online Services, to any person. The assignee may be required by applicable laws to retain Your Personal Information for a period of time.

46.5 Social Security Number. The Depositor authorizes LBC Group to provide its SIN to the tax authorities, when required by law, in particular for reporting of income or the determination of residency status. For these purposes required by law, the Depositor's SIN is mandatory. For creditworthiness reviews, the Depositor understands that providing its SIN is optional, and that if the Depositor chooses to provide its SIN on an application form, it will be used by LBC Group to ensure accurate information is obtained about the Depositor from credit reporting agencies. LBC Group may also use the Depositor's SIN for identification or data consolidation purposes; this purpose is also optional. The Depositor may refuse usage for these purposes without LBC Group refusing to provide the Depositor with products and services if the Depositor qualifies for them; however, the Depositor understands that withdrawing its consent may limit or prevent LBC Group from providing the Depositor with, or being able to continue to provide the Depositor with, specific products or services. To withdraw the Depositor's consent for the use of its SIN for identity verification purposes, the Depositor may contact Our Telebanking Centre at 514-252-1846 or toll-free at 1-800-252-1846, available seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time) or by contacting Your Laurentian Bank branch.

46.6 Personal Information Outside of Canada. If services are provided by LBC Group or Our Third Party service providers from a country other than Canada (including the United-States), or if data containing Your Personal Information are moved and found in a country other than Canada, You understand that LBC Group or Our Third Party service providers may be required to disclose Your Personal Information to authorities of the foreign jurisdiction pursuant to the applicable laws of that jurisdiction.

46.7 Personal Information Update. When Personal Information is updated by You with regards to a specific product or service, such updated Personal Information shall be considered the most current information, and LBC Group is authorized to and may update its records accordingly for any other products and services You hold (at its discretion). You acknowledge that You are responsible for advising LBC Group of any changes to Your Personal Information by any of the following means: (i) by immediately contacting the Telebanking Centre at 514-252-1846 or toll-free at 1-800-252-1846, available seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time); (ii) through any platform offered in Your Services which provides You with the option to update Your information (including LBC*Direct*) or (iii) by contacting Your Laurentian Bank branch or Business Center.

46.8 Marketing Communications. With a view to benefiting from high-quality service and obtaining information about the financial products and services offered by Laurentian Bank (and its affiliates, such as B2B Bank and LBC Financial Services Inc.) and Our Third Party partners, You understand that Laurentian Bank may disclose Your Personal Information to its affiliates and to its Third Party service provider, for the purposes of Laurentian Bank, its affiliates and its Third Party service provider (i) providing You with promotional communications about products and services, including tailored communications such as pre-approved credit products, and (ii) sending You such marketing communications through various channels, including mail, telephone and electronic messages (e.g. e-mail, text message, social media messaging). You may revoke this authorization to Our collection, use and sharing of information at any time by giving us reasonable notice, through any platform offered in

your Services which provides You with the option to revoke Your consent, or by contacting the Telebanking Centre at 514-252-1846 (Montréal area) or 1-800-252-1846 (toll-free), between 8 a.m. and 8 p.m. (Eastern time), seven days a week. You understand that You may continue to receive Account-related and transactional communications even if You unsubscribe from receiving marketing and promotional communications.

46.9 Right to Access Personal Information. Laurentian Bank allows You to access the information to which You are entitled by law, and You understand that You may direct Your request to Laurentian Bank's Telebanking Centre by phone at 514-284-3987 (Montréal area) or 1-877-803-3731 (toll-free). Fees may apply.

You may also contact Laurentian Bank Customer Inquiries:
1360 René-Lévesque Boulevard West, suite 600
Montréal, Quebec H3G 0E5
Tel.: 514-284-3987 or 1-877-803-3731 (toll-free)
customer_inquiries@laurentianbank.ca

46.10 Right to Withdraw Your Consent. You have the right to withdraw Your consent to LBC Group's collection, use and sharing of information at any time by giving LBC Group reasonable notice; provided, however, that You understand that (1) withdrawing Your consent may limit or prevent LBC Group from providing You with, or being able to continue to provide You with, specific products or services; and (2) LBC Group may have legal, regulatory or contractual obligations to collect, use or disclose certain of Your Personal Information, in which case You may not withdraw Your consent. To withdraw Your consent, You may contact Laurentian Bank at Our Telebanking Centre at 514-252-1846 (Montréal area) or 1-800-252-1846 (toll-free), between 8 a.m. and 8 p.m. (Eastern time), seven days a week.

46.11 Information About Another Individual. You confirm that before providing LBC Group with Personal Information on behalf of another individual (for example, as the case may require, authorized owners, partners, general partners, special partners, members, settlors, beneficiaries, trustees, shareholders, directors, as well as authorized signatories, officers, representatives and users), You have obtained the prior consent of that individual or You are otherwise legally authorized to provide such information. The Personal Information obtained by LBC Group will be used and disclosed in accordance with Laurentian Bank's privacy practices. At LBC Group's request, You will provide the Personal Information after You received, when applicable, the consent of any person acting on behalf of a commercial entity, for the purposes identified in this section.

46.12 Third Party Service Providers. You understand that LBC Group may use Third Party service providers, or outsource functions to Third Party service providers, to collect, process, use, disclose or store Your Personal Information at any moment, including for the access to the Services. In those cases, Your consent to the collection, use and disclosure of Your Personal Information extends to such Third Party service provider to the extent required for the Third Party service provider to provide the services outsourced to it by LBC Group, and this, for the purposes set out in this Section 46. You further understand that LBC Group has agreements in place with such (current or future) Third Party service providers which require these Third Party service providers to comply with the privacy legal requirements which apply to and govern the collection, use and disclosure of Your Personal Information.

47. ASSOCIATED MOBILE DEVICES

You authorize Laurentian Bank and Third Party service providers to collect and store information about the Mobile Devices used to sign into to your Account. These Mobile Devices will be associated to your Account. If an associated Mobile Device is sold or given to a Third Party, You can un-associate the Mobile Device by following the instructions available at on the Laurentian Bank Website: https://www.laurentianbank.ca/en/fag/1_faq.sn.

48. MOBILE APP ELIGIBILITY REQUIREMENTS

In order to use the Laurentian Bank App, You must: (a) be a Depositor or Authorized User on an Account in good standing with Laurentian Bank; (b) have a Mobile Device; (c) be a registered user of the LBC*Direct* Services; and (d) meet any other requirements for the access and use of the Laurentian Bank App that are specified by Laurentian Bank.

The extent of the Services made available to You may vary depending on whether You are a Depositor or an Authorized User. Similarly, the actions that a signatory or administrator can do on behalf of the Account will vary based on the level of authority granted or updated, as applicable, by the Authorized User.

By designating a person as Read Only Delegate or Transactional Delegate, the Signing Officer is authorizing that person to view information about the Account and, if online transactions are permitted through the Services, to carry out online transactions on behalf of the Signing Officer. The Authorized User and the commercial entity accept the responsibility for all losses that may arise from any unauthorized use of the Services including an administrator or a signatory misusing his or her authority in any way.

49. SOLD OR DISPOSED MOBILE DEVICE

If You intend to sell, give away or dispose of Your Mobile Device, You must first delete the Laurentian Bank App from Your Mobile Device.

50. TERMINATION OR SUSPENSION OF THE LAURENTIAN BANK APP

You may terminate Your use of the Laurentian Bank App and the LBC*Direct* Services at any time by contacting Laurentian Bank. Laurentian Bank may terminate or suspend Your use of the Laurentian Bank App and the LBC*Direct* Services for any reason at any time without notifying You in advance.

51. ACCESS TERMINAL SECURITY

Without limiting Section 17, You are prohibited from using the Laurentian Bank Mobile App and the LBC*Direct* Services on an Access Terminal that You know or suspect has had its security or integrity compromised (e.g., where the Mobile Device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of Your use of the Laurentian Bank App and the LBC*Direct* Services on a compromised Mobile Device or Access Terminal. You further

acknowledge that You will properly maintain the security of Your Mobile Device and Your Access Terminals used in conjunction with the Laurentian Bank App and the LBCDirect Services by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs. You will not allow other persons to store their biometrics on Your Mobile Device. If You lose Your Mobile Device or Your personal Access Terminal, You will act promptly to prevent unauthorized use.

52. WARRANTIES AND LIABILITIES

You acknowledge and agree that: (a) We do not warrant the operability or functionality of the Laurentian Bank App and the LBCDirect Services or that it will be available to complete a Transaction; (b) We do not warrant that any particular Merchant will offer the payment method accessed through the Laurentian Bank App and the LBCDirect Services; (c) Your use of any Third Party service (which includes the Laurentian Bank App) is at Your sole risk, and Third Party services are provided on an "as is" and "as available" basis; (d) while every effort is made to ensure that the information and materials contained in the LBCDirect site, including text, graphics, links to other Internet resources or other items is accurate, they are provided on an "as is", "where is" basis; and (e) We do not guarantee the availability or operability of any wireless networks or of any Mobile Device. You understand that You should keep Your physical ABM Card with You to use in the event the Laurentian Bank App and the LBCDirect Services is unavailable for whatever reason. Furthermore, You explicitly exclude Laurentian Bank, all partners and associated Third Party service providers from all liability whatsoever in relation to the Laurentian Bank App and the LBCDirect Services, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or non-performance of the Laurentian Bank App and the LBCDirect Services. You acknowledge and confirm ownership of the respective intellectual property rights by Laurentian Bank, its partners and associated Third Party service providers.

No warranty of any kind, implied, express, or statutory is given by Laurentian Bank in conjunction with the information and materials including, without limitation, the accuracy adequacy, timeliness, merchantability, operation, non-infringement, usefulness, completeness, reliability and fitness for a particular purpose or completeness of the information and materials and expressly disclaims liability for errors or omissions in this information and materials.

53. FURTHER WARRANTIES

You acknowledge and agree that You will not:

- a) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the LBCDirect Services, Laurentian Bank App infrastructure or any Third Party service, or any portion thereof;
- b) alter, attempt to circumvent, destroy, obscure, conceal, modify, or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to the LBCDirect Services, Laurentian Bank App or any Third Party service;
- c) copy, reproduce, modify, sell, lease, distribute, make derivative works based upon, translate, sublicense or commercially exploit in any way a LBCDirect Services, Laurentian Bank App infrastructure or any Third Party service, or any portion thereof;
- d) attempt to gain unauthorized access to LBCDirect Services, Laurentian Bank App infrastructure or any Third Party service;
- e) interfere with or disrupt the integrity or performance of LBCDirect Services, Laurentian Bank App infrastructure or any Third Party service;
- f) provide any content to Laurentian Bank or to its Third Party service providers (including Central 1) containing computer viruses, worms, Trojan horses or other harmful components; or
- g) grant access to the LBCDirect Services, Laurentian Bank App infrastructure or any Third Party service to any person without the prior written consent of Laurentian Bank or its Third Party service providers.

Furthermore, You acknowledge and agree that You use the Laurentian Bank App and all information available through either the Apple™ App Store or Android™ Google Play Store at Your own risk and subject to their applicable terms and conditions, policies and agreements.

You acknowledge that access to the Laurentian Bank App or through a Mobile Device that restricts the amount of content available to be viewed by You may not have all of the features, functionality, information or content available through other websites and You agree to regularly access the LBCDirect Services on the Laurentian Bank Website or on other websites (other than on the Laurentian Bank App or through a Mobile Device) that do not have any restrictions to view any content thereon.

54. CALCULATORS AND TOOLS

Calculation or projections are provided for general illustrative purposes only, unless otherwise specified and are not warranted to be accurate or complete.

55. LOCATION-BASED SERVICES (ONLY APPLICABLE IF MOBILE APP IS USED IN CONJUNCTION WITH LOCATION-BASED SERVICES)

You acknowledge that the Laurentian Bank App and the LBCDirect Services may be used in conjunction with location-based services, and agree that We may collect, transmit, process, display, disclose, maintain or use location-based data, which becomes part of Your Personal Information.

56. USER LICENSING TERMS

You agree that You will not copy, modify, adapt, enhance, translate or create a derivative work of the Laurentian Bank App or any part of the Services. You will not license, sublicense, market or distribute the Laurentian Bank App, or provide any copies to a third party. You will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Laurentian Bank App, and You will not use any part of the Laurentian Bank App to gain access to interconnecting software applications to do the same.

57. JURISDICTION

You acknowledge that this Agreement is subject to the laws and jurisdictions as defined by Laurentian Bank in section 58, irrespective of where You downloaded or enabled the Laurentian Bank App and the LBC*Direct* Services. You understand that We may monitor and enforce compliance with these terms. You represent that You currently reside in Canada.

The products and services described on pages of Laurentian Bank Website or the Laurentian Bank App are available only in jurisdictions where they may be legally offered for sale. Moreover, all products and services are subject to the terms and conditions of the various agreements specific to each one.

You acknowledge and agree that while You may access the Laurentian Bank Website or the Laurentian Bank App from other jurisdictions outside of Canada, some aspects of the Services or some information on the Laurentian Bank Website may not be available to You in those jurisdictions. If you access or use the Services, the Laurentian Bank App or the Laurentian Bank Website outside of Canada, You do so at Your own risk, and You bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access or use of the Services, the Laurentian Bank App or the Laurentian Bank Website by You.

58. APPLICABLE LAW

This Agreement, Our provision of the Services, and the performance of Your obligations are governed by the laws of the Canadian province or territory where Your Account was first opened at Laurentian Bank, or if more than one Account, then the jurisdiction of incorporation of Laurentian Bank and the federal laws of Canada applicable therein, excluding any Rules of private international law or the conflict of laws which would lead to the application of any other laws.

59. RECEIPT OF COPY OF AGREEMENT

You acknowledge that this Agreement does not require signature by Laurentian Bank. You agree to keep this copy of this Agreement for Your own records.

60. MODIFICATION OF AGREEMENT

Laurentian Bank may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to Your future use of the Services from time to time, for any reason, without any liability to You or any other person. Laurentian Bank may provide thirty (30) days' notice of a change to this Agreement by mailing notice to Your last known address, by posting notice at Laurentian Bank's premises, by personal delivery, through the Laurentian Bank App or Laurentian Bank Website, by contacting You on Your Mobile Device or by any other means Laurentian Bank, acting reasonably, considers appropriate to bring the modification to Your attention. You are responsible for regularly reviewing the terms and conditions of this Agreement.

If You use these Services or the ABM Card after the effective date of an amendment to this Agreement, it will conclusively mean that You agree to the amendment and adopt and are bound by the newer version of this Agreement. You must not change, supplement, or amend this Agreement by any means.

61. OTHER AGREEMENTS – SCOPE OF AGREEMENT

This Agreement supplements any prior agreement governing the use of the ABM Card and the Passcode, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility, product or other service, the operation of any Account or any other agreement entered into with Laurentian Bank besides those agreements governing the use of the Services. This Agreement applies to any Account specified herein, as well, to any other account designated by You from time to time for use in connection with the ABM Card or Laurentian Bank App or the LBC*Direct* Services.

In addition to this Agreement, the terms and conditions of the Account Agreement between You and Laurentian Bank will apply to the Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between You and Laurentian Bank and the terms and conditions of this Agreement as they pertain to the Services described therein, then the terms and conditions of this Agreement will supersede and apply in respect of the Services. There are no representations or warranties made by Laurentian Bank to You concerning the Services except for the representations, warranties, and obligations of Laurentian Bank as expressly set out in this Agreement. Any advice, information, or statements provided by Laurentian Bank, Central 1, or their service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and You may not rely upon any such advice or information.

62. NOTICES

Unless otherwise stated under this Agreement, any notice required or permitted to be given to Laurentian Bank in connection with this Agreement must be in writing and must be addressed and delivered to Laurentian Bank at: Laurentian Bank Customer Inquiries - 1360 René-Lévesque Boulevard West, Suite 600, Montreal, Quebec H3G 0E5. Without limiting section 28, any notice required or permitted to be given to You in connection with this Agreement may be given to You by delivering a written notice to Your Contact Info, or, except as to confidential financial information specific to You, by posting notice at Laurentian Bank's premises or on Laurentian Bank Website, or banking app, or contacting You on Your Mobile Device or by any other means We, acting reasonably, consider appropriate to bring the notice to Your attention. You are deemed to have received any notice sent by Laurentian Bank to Your Contact Info on the earlier of the time and date that You actually receive the notice or 24 hours after We send it, if sent by email, SMS Text or facsimile and five (5) days if sent by mail. Notices published on Laurentian Bank Website are deemed published on the day when first published.

This Agreement governs the use of Laurentian Bank Website. Please read it carefully before accessing the site. The content of Laurentian Bank Website is provided for information purposes only, unless otherwise indicated, and does not constitute an offer to

purchase or sell the products or services of LBC Group. This information is not intended as specific investment, financial, accounting, legal or tax advice for any individual and should not be relied on as such.

Information and materials provided on the Laurentian Bank Website are believed to be accurate when posted. Despite its best efforts, however, LBC Group cannot guarantee that they are accurate or complete or that they will be current at all times. Furthermore, Internet software or transmission problems may produce inaccurate or incomplete copies of information and materials that may be downloaded and displayed on a party's computer.

LBC Group reserves itself the right to modify the information and materials contained on the Laurentian Bank Website without prior notice. You agree to review the said information and materials regularly and Your continued access or use of the Laurentian Bank Website will mean that You agree to any such changes.

63. ELECTRONIC EXECUTION

This Agreement may be executed electronically. Use of the Services shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions. All documents bearing Your signature or electronic signature, all Transactions and applications made by or transmitted by a telecommunication system (e.g., telephone, fax, cable or other electronic device) will have the same legal effect and be binding as a document, a Transaction or an application bearing Your original signature.

64. ENUREMENT

This Agreement will take effect and continue for the benefit of and be binding upon each of Laurentian Bank and You and Your heirs, executors, successors, and assigns.

65. THIRD PARTY BENEFICIARIES

Although not all, certain third parties (such as Our Third Party service providers and the Office of the Superintendent of Financial Institutions) may be considered beneficiaries to the rights, recourses, terms and conditions of this Agreement and may exercise or enforce such rights, recourses, terms and conditions on You.

66. PROCEEDS OF CRIME LEGISLATION

You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that We will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. You agree, and shall ensure that each Authorized User agrees, to abide by and comply with all such laws and procedures.

67. SEVERABILITY

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:

- a) the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
- b) such invalidity or unenforceability will not affect any other provision of this Agreement.

68. NO WAIVER

No waiver by Laurentian Bank of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. We may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by Laurentian Bank.

69. LAURENTIAN BANK TRADEMARKS

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The ownership of the IRIS & DRAWING registered trademark has been transferred to BLC-Edmond de Rothschild Asset Management Inc. on December 31, 2001.

70. THIRD PARTY TRADEMARKS

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71. PROPRIETARY INFORMATION

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72. CHOICE OF LANGUAGE (QUEBEC ONLY)

Vous reconnaissez que la version française de la présente Convention vous a été remise et avoir expressément exigé que la présente Convention soit signée dans la langue anglaise, et que les documents y étant rattachés vous soient transmis dans la langue anglaise
/ You acknowledge having been provided the French version of the present Agreement and having expressly requested to give your consent to same in the English version, and to receive any document related thereto in English.

¹ For the purposes of the Code of Conduct for the Delivery of Banking Services to Seniors, a “senior” refers to an individual in Canada who is 60 years of age or older and who is transacting for non-business purposes.