



INSTRUCTIONS

If you are a sole ownership:

- Detach and discard page 1-2.
- Complete the MEMBER CARD Agreement for Business Members on page 3.
- Detach and return the MEMBER CARD Agreement to the credit union.
- Keep the Terms and Conditions on pages 5-6.

If you are not a sole ownership:

- Complete the resolution below as indicated.
- Obtain signatures on the appropriate certificate on page 2.
- Complete the MEMBER CARD Agreement for Business Members on page 3.
- Detach and return the resolution and the MEMBER CARD Agreement to the credit union.
- Keep the Terms and Conditions on pages 5-6.

EXTRACT – RESOLUTION

Sole Ownerships – Not applicable. Detach and discard.

Partnerships – Cross out section 2. Complete the rest of the resolution as indicated.

Corporate Partnerships – Cross out section 2. Complete the rest of the resolution as indicated.

Corporations – Complete the resolution as indicated.

Unincorporated Associations – Complete the resolution as indicated, except for section 2. In section 2, enter the names of the credit union members who signed the initial account agreement on behalf of the unincorporated association. List the members by name, not by position.

RESOLVED:

1. THAT

BUSINESS MEMBER'S NAME

(the "Organization") enter into a MEMBER CARD Agreement for Business Members

with

CREDIT UNION'S NAME

(the "Credit Union") to enable the Organization to use MEMBER CARD debit cards to access its accounts and to conduct such transactions as may be permitted by the Credit Union from time to time with respect to any such accounts.

2. THAT

OFFICERS, BY POSITION (EXCEPT FOR UNINCORPORATED ASSOCIATIONS – SEE NOTE ABOVE)

is/are hereby authorized on behalf of the Organization to execute and deliver on behalf of the Organization the MEMBER CARD Agreement for Business Members.

3. THAT any one of the authorized signatories listed in any then-current Certificate of Signing Officers on file with the Credit Union is hereby authorized on behalf of the Organization to select, from time to time, a personal identification number ("PIN") to be used to access the accounts with a debit card, and to change the PIN from time to time.

4. THAT any one of the authorized signatories listed in any then-current Certificate of Signing Officers on file with the Credit Union is hereby authorized on behalf of the Organization to use, from time to time, a debit card to access the Organization's accounts and to conduct such transactions as may be permitted by the Credit Union from time to time with respect to any such accounts, including withdrawing or transferring money out of any such account.

5. THAT all transactions in the Organization's accounts conducted using the debit card or cards will be valid and binding on the Organization.

6. THAT this resolution will be delivered to the Credit Union and will remain in force until the Organization gives the Credit Union written notice to the contrary and the Credit Union acknowledges receiving such written notice.

(complete the reverse side as indicated)

This section specifies who can SIGN THE MEMBER CARD AGREEMENT

This section specifies who can CHOOSE THE PIN

This section specifies who can ACCESS THE ACCOUNT

CERTIFICATE – CORPORATION

CERTIFIED A TRUE COPY of a resolution passed by the Board of Directors of:

CORPORATION NAME

at a meeting duly called and regularly held

DATE

on _____ and recorded in the Minute Book for the proceedings of the said Board of Directors.

Dated at _____ this _____ day of _____, _____.

Any officer, director, or the company's lawyer to sign. The corporate secretary may cosign.

SIGNATURE

NAME

SIGNATURE

NAME

CERTIFICATE – PARTNERSHIP OR CORPORATE PARTNERSHIP

CERTIFIED A TRUE COPY of a resolution duly passed at a meeting of:

PARTNERSHIP NAME

DATE

on _____.

Dated at _____ this _____ day of _____, _____.

Partnerships – Any partner to sign. Another partner may sign.

Corporate Partnerships – All partners to sign here as specified in their most recent Resolutions Appointing Signing Officers on file. Attach another sheet of signatures if necessary.

SIGNATURE

NAME

SIGNATURE

NAME

CERTIFICATE – UNINCORPORATED ASSOCIATION

CERTIFIED A TRUE COPY of a resolution duly passed at a meeting of:

UNINCORPORATED ASSOCIATION NAME

DATE

on _____.

Dated at _____ this _____ day of _____, _____.

Any of the unincorporated association's credit union members, or any signing officer in the most recent Certificate of Signing Officers, to sign.

SIGNATURE

NAME

SIGNATURE

NAME



GENERAL ACCOUNT INFORMATION

Credit Union Name & Address (the "Credit Union")	AGREEMENT DATE
Business Name	MEMBERSHIP/ACCOUNT NUMBER(S)
Trade Name (if any)	
Contact Person's Name	Phone Number

SIGNATURES

I/We have read and agree to be bound by the MEMBER CARD Terms and Conditions for Business Members on pages 5 and 6 of this document. I/We acknowledge receiving a true copy of the Terms and Conditions.

Sole Ownerships – The owner must sign.

Partnerships – All partners must sign. Attach an additional sheet of signatures if required.

Corporate Partnerships – The persons specified in each partner's Resolution Appointing Signing Officers on file must sign. Attach another sheet of signatures if required.

Corporation – The officers specified in section 2 of the resolution on page 1 of this document must affix the corporate seal or sign.

Unincorporated Association – The sponsoring members specified in section 2 of the resolution on page 1 of this document must sign. These persons must be members of the Credit Union in their own right.

SOLE OWNERSHIPS, PARTNERSHIPS, SPONSORING MEMBERS

X

Signature

X

Signature

X

Witness Signature

X

Witness Signature

CORPORATIONS

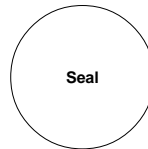
The common seal of _____
was hereto affixed in the presence of _____

X

Authorized Signatory

X

Authorized Signatory



THIS PAGE IS INTENTIONALLY BLANK. DO NOT DISCARD.

AGREEMENT

In consideration of the Credit Union agreeing to make MEMBER CARD Services available to the Member (defined in section 1 below), the Member agrees as follows:

1. Interpretation –

'**Accounts**' means any of the Member's business accounts with the Credit Union.

'**Account Agreement**' means the agreement the Member signed in respect of the operation of the Accounts.

'**Authorized User**' means the Member and any person authorized by the Member (or in the case of an unincorporated association, by the association) to sign cheques or other orders for payment of money (either alone or with another person) on the Accounts, and for whom notice of such authorization has been given to the Credit Union.

'**Member**' in the case of a corporation or partnership means the corporation or partnership; in the case of a sole ownership means the individual who signed the Account Agreement; in the case of an unincorporated association means the Credit Union members who signed the Account Agreement for and in the name of the unincorporated association.

'**PIN**' means the personal identification number selected by an Authorized User permitting access to the Accounts with the debit card.

'**MEMBER CARD Services**' means the services offered by the Credit Union from time to time allowing a person with a MEMBER CARD debit card and a PIN to access the Accounts by electronic means.

'**Transaction**' means any transaction performed using the MEMBER CARD Services.

2. Use of Services – The Member may use or authorize the use of the MEMBER CARD Services to access any permitted account and to conduct such Transactions as may be permitted by the Credit Union from time to time.

The Credit Union may from time to time add to or delete from the types of use permitted. A debit card's issue does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

3. Issuing Debit Cards – The Credit Union will issue a debit card to an Authorized User on request of the Authorized User, and will permit the Authorized User to select a PIN.**4. Authorization –** The Member acknowledges that

(a) using a PIN to conduct a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Member in person or as otherwise contemplated or permitted by the Account Agreement;

(b) the Member will be bound by each such Transaction; and

(c) once a PIN has been used to effect a Transaction, the Transaction may not be revoked or countermanded.

The Member irrevocably authorizes and directs the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Accounts in accordance with the normal practices of the Credit Union.

5. Confidentiality and PIN – The Member will cause each Authorized User to keep the PIN confidential. The Member will instruct each Authorized User not to record the PIN in any format or medium.

An Authorized User may, by notice in writing to the Credit Union, change the PIN at any time. The Member will cause an Authorized User to change the PIN if and when required by the Credit Union.

6. Deposits – Amounts credited to the Accounts as a result of deposits using the MEMBER CARD Services will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured and collected. Any deposit made on any day during which the Credit Union is not open for business may be credited to the Accounts on the next business day.

The Member will not permit any Authorized User to deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Accounts, into any automated teller machine. The Member will pay to the Credit Union any damages, costs or losses suffered by the Credit Union as a result of any such deposit.

The Member authorizes and directs the Credit Union to debit the Accounts for the amount of all items deposited that are uncollected or dishonoured and for which the Member has received credit or cash.

7. Liability – Except as specifically set out in this agreement, the Member will be liable for all authorized and unauthorized use of the debit card by any person. The Member is liable for all withdrawals and transfers from the Accounts, as well as for all fraudulent or worthless deposits made into the Accounts.

The Credit Union will have the discretion to relieve the Member from liability for unauthorized use in a case where the Member has inadvertently contributed to the unauthorized use and where the Member cooperates in an investigation and proceeding leading to a finding of liability on the part of a third person.

In the event of an error or omission in the account balances because of technical problems, card-issuer errors, or system malfunctions, the Member will:

(a) be liable only to the extent of any error or omission in its favour

(b) be entitled to recover from the Credit Union the amount of any error or omission in the Credit Union's favour.

In no event will the Credit Union be liable for any loss of business or lost profits or any other damage of any nature whatsoever, whether direct, indirect or consequential, or for any delay or inconvenience of any nature whatsoever caused by, or arising from, any such error or omission.

The Credit Union will not be liable to the Member for any action or failure to act of a merchant or refusal by a merchant to honour a debit card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the debit card for a point-of-sale transaction.

The Credit Union will not be liable for any loss, damage, or injury arising from the use of automated teller machines or point-of-sale terminals or from any mechanical or operational failure of any such devices. The Member releases the Credit Union from liability for any such loss, damage, or injury.

8. **Partnership** – If the Member is a partnership, then each of the partners is jointly and severally liable to the Credit Union for all Transactions. This joint and several liability continues even if the Member is dissolved or any of the partners withdraws, retires or dies.

9. **Unincorporated Associations** – Each of the persons signing the MEMBER CARD Agreement for Business Members for and on behalf of an unincorporated association is jointly and severally liable to the Credit Union for all Transactions.

10. **Lost or Stolen Card or PIN** – If the Member suspects or becomes aware that a debit card is lost or stolen, or that a PIN is known to an unauthorized person, then the Member will notify the Credit Union or its agent immediately, in person or by telephone. Notification is only made when an Authorized User speaks directly to an employee of the Credit Union or its agent. Upon notification, the Credit Union will immediately cancel the particular debit card, at which time the Member's liability for further use of the particular debit card will end.

11. **Dispute Resolution** – In the event of a problem with a Transaction (other than a matter related to goods or services provided by merchants), the Member will first try to reach a solution with the Credit Union, and the Credit Union will not unreasonably restrict the Member from the use of any funds subject to dispute.

If the Member is not satisfied, then the problem will be referred for mediation by either the provincial or national credit union central, and if necessary, to the federal Office of the Superintendent of Financial Institutions.

Neither the Credit Union nor the Member will have the right to start court action until thirty days have passed since the problem was first raised with the Credit Union.

Any dispute related to goods or services supplied in a point-of-sale transaction is strictly between the Member and the merchant, and the Member will raise no defence or claim against the Credit Union.

12. **Service Charges** – The Member will pay, from time to time, the service charges the Credit Union establishes from time to time for the MEMBER CARD Services. The Credit Union may deduct such charges, when due, from the Accounts.

13. **Foreign Currency Transactions** – If the MEMBER CARD Services are used in connection with a transaction in foreign currency, the Member understands that the rate of conversion into Canadian currency will be fixed according to the rules of the electronic network through which the transaction is conducted.

14. **Evidence of Transactions** – A paper transaction record dispensed mechanically as a result of the use of the debit card constitutes a record of the Authorized User's instructions. Whether such a transaction record is issued or not, it is the Member's responsibility to verify that the transaction has been properly executed by checking the periodic statement or passbook entries itemizing transactions.

In the absence of evidence to the contrary, the records of the Credit Union are conclusive for all purposes, including litigation, in respect of:

- (a) any instructions given by an Authorized User to the Credit Union using the MEMBER CARD Services;
- (b) the contents of any envelope deposited by an Authorized User into an automated teller machine;
- (c) any withdrawal, deposit, or transfer using the MEMBER CARD Services; and
- (d) any other matter or thing relating to the state of accounts between the Member and the Credit Union in respect of any electronic transaction.

15. **Other Agreements** – The terms and conditions of the Account Agreement between the Member and the Credit Union will apply to the MEMBER CARD Services and to Transactions made under this agreement, except as expressly provided otherwise in this agreement.

16. **Termination** – The Credit Union remains the owner of each debit card and may restrict the use of any debit card, or may terminate this agreement and the Member's right to use debit cards, at any time without notice.

The Member will return to the Credit Union all debit cards issued to Authorized Users:

- (a) on request,
- (b) on the Member ceasing to be a member of the Credit Union, or
- (c) on termination of this agreement.

If the Member does not prevent the use of a debit card after the agreement is terminated, the Member is liable for all transactions even though the agreement was terminated. The Member will pay all legal fees and expenses (on a solicitor and own-client basis) incurred by the Credit Union in taking possession of the debit card.

The Member's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with all debit cards and PINs and the Credit Union may capture and retain all the debit cards.

17. **Code of Practice** – This agreement is drafted with due regard to the Canadian Code of Practice for Consumer Debit Card Payment Services, a copy of which is available from the Credit Union on request.

18. **Renewals** – The Member acknowledges the Credit Union may issue renewals of the debit cards from time to time. The Member agrees that all terms and conditions of this agreement, as changed from time to time, apply to such renewals of the debit cards.

19. **Modifications** – These terms and conditions may be changed by the Credit Union from time to time. The Credit Union will inform the Member that changes have been made and where the Member may obtain a copy of the changes or the revised agreement by mailing the Member a notice, by posting a notice at the Credit Union's premises, or by any other means the Credit Union considers appropriate.