

# Servus Credit Union Ltd. ("Servus", "us" or "we")

## Commercial Net Banking Services Agreement (the "Agreement")

---

This Agreement governs your access, as a Business Member (as defined below), and use of Commercial Net Banking Services (the "**Services**"), and references to "you" or "your" means the Business Member that is accessing and using the Services through and by its Account Administrator and Authorized Users. The Services may not be accessed or used by Business Members who have terminated or have had their Servus membership terminated.

### A. Definitions

In this Agreement, the following words, when capitalized, have the meanings set out below, and capitalized words not defined in this Agreement shall have the meaning set out in your Member Agreement with Servus:

**"Account"** means chequing, savings, loan or investment accounts that the Member has with Servus.

**"Account Administrator"** means the individual(s), designated in writing by the Business Member, who has the authority described in Section E.

**"Aggregated Account"** means an Account designated by you pursuant to the Subscription Agreement to be viewed via the Aggregation Service.

**"Aggregation Services"** means Servus' account aggregation service which retrieves, consolidates, organizes and presents information regarding Aggregated Accounts for you to view using a device.

**"Authorized User"** means any individual who has been authorized by the Business Member's Account Administrator to hold Security Credentials that have not been cancelled by the Account Administrator.

**"Autodeposit Service e-Transfer"** means a feature of *Interac*® e-Transfer Service that allows you to register with Interac as a recipient to receive an e-Transfer from a sender.

**"Business Day"** means any day except Saturday, Sunday or a statutory holiday observed in the Province of Alberta.

**"Business Member"** means a Member that is a corporation, limited partnership, joint venture, partnership, cooperative, trust or other type of legal entity, but does not include a personal Member.

**"Cash Management Account"** means an Account designated by you pursuant to the Subscription Agreement to be viewed via the Cash Management Services.

**"Cash Management Services"** means Servus' account cash management services which retrieve, consolidate, and balance accounts designated by you as Cash Management Accounts for the purposes of calculating interest earned or interest payable by you, and organizes and presents such information regarding the Cash Management Accounts for you to view.

**"Cheque Matching Process Services"** means the service that provides for the automated daily verification of cheques presented for payment to mitigate cheque fraud or other suspect negotiable instruments.

**"Commercial Net Banking Services"** or **"Services"** means Servus' online system that may be used by you to directly process Transactions and access the Aggregation Services, Interac e-Transfer Services, Cheque Matching Process Services, Cash Management Services and other electronic access services to your Accounts selected by you and agreed by Servus.

**"e-Transfer"** means an electronic transfer of funds performed through the use of the *Interac* e-Transfer Service.

**"Interac e-Transfer Services"** means an *Interac* electronic transfer service that Servus offers through its Commercial Net Banking Services system that allows you to either send funds from your Account to another person by specifying an email address or mobile phone number, or to receive funds in your Account from another person electronically.

"**Malicious Code**" means a computer virus, Trojan horse, worm, lock, mole, time bomb, keystroke capturing applications, or any other code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware, or any mobile or wireless device.

"**Member**" means a Business Member that has signed a Member Agreement with Servus, and references in this Agreement to "you" or "your" mean the Member.

"**Password**" means the unique combination of letters, numbers and special characters that you select for your confidential password.

"**Remote Instructions**" means instructions given by you to Servus via the Services for the purposes set forth in this Agreement.

"**Request Money e-Transfer**" means a feature of *Interac* e-Transfer Service that allows a recipient to make an e-Transfer request of a sender.

"**Security Credentials**" means the User ID and Password of any Account Administrator(s) or Authorized User(s), either selected by you or assigned to you by Servus or the Account Administrator(s), for the purpose of accessing the Services.

"**Security Questions**" has the meaning given to this term in Section C.3.a.

"**Servus' Website**" or "**Website**" means any electronic website owned and/or operated by Servus to provide access by its Members to the Commercial Net Banking Services.

"**Subscription Agreement**" means the Commercial Net Banking Services Subscription Agreement entered into between the Member and Servus that is required to be entered into by a Business Member to have access to and use the Commercial Net Banking Services.

"**Third Party**" has the meaning assigned to this term in Section F.1.

"**Transaction**" means any transaction performed or requested to be performed through the Services.

"**User ID**" means a Commercial Net Banking Services login that involves the entry and validation of user identification. The default User ID for Commercial Net Banking Services will initially be issued by Servus or the Account Administrator; the Account Administrator(s) and Authorized User(s) will have the ability, and will be encouraged by Servus, to change the default User ID once authenticated and signed into Commercial Net Banking Services.

## **B. Commercial Net Banking Services**

1. **Set-up:** To establish Commercial Net Banking Services you must execute the Subscription Agreement and any other documents we may require to evidence access to your Account to use the Services and identify the specific Accounts that will be accessible.
2. **Services:** We may add, remove or change any part of the functionality provided by the Services without giving you notice. This Agreement applies to any Services added or changed by us. This Agreement applies only to those Services applicable to your Account and available online or on your device, as applicable.
3. **Use of Services:** You will use the Services in accordance with the terms and conditions in this Agreement or as we may otherwise communicate to you from time to time. You will not use the Services for illegal, fraudulent or defamatory purposes or take any action which may undermine the security or integrity of any of the Services, or cause harm, or threaten to cause harm, to any other user of the Services.
4. **Authority to Process Transactions:** You authorize Servus to accept, rely upon and process any Transaction that you transmit. You agree that the use of your Security Credentials by you, your Account Administrator or Authorized Users, or someone purporting to be any one of these persons, is the legal equivalent to your written, signed instructions. You agree that we may accept and act upon



any instructions provided to us through access to the Services using the Security Credentials of your Account Administrator or Authorized Users, whether or not it is your Account Administrator or Authorized Users who has or have accessed the Services. You agree that once such instructions are submitted we will have no obligation to reverse them.

5. **Right to Deny Access:** Servus reserves the right to deny access to an Account, some or all of the Services under certain circumstances, including but not limited to:
  - a. If, in our judgment, any activities related to your access to and use of the Services are illegal or fraudulent; or
  - b. If, in our judgment, access to your Account(s) through the Services is being performed fraudulently or otherwise without your consent.
6. **Effective Date of Transactions:** You acknowledge that Servus will process the Transactions requested electronically as quickly as reasonably possible. You acknowledge that Transactions involving bill payments or transfers to Third Parties may require two or more Business Days for completion.
7. **Proof of Transactions:** The records of Servus, whether written, audio, electronic or otherwise, will be conclusive proof of Transactions and will be binding on you and your successors and permitted assigns,. You will provide evidence of Transactions that you make through your use of the Services if Servus requests them. You will comply with audit requests by the auditors of Servus, as may be required and requested from time to time.

### C. Select Commercial Net Banking Services

1. **Aggregation Services and Cash Management Services:** The terms and conditions of this Section C.1. will apply only in the event that you use the Aggregation Services or Cash Management Services, or both, and are in addition to all other terms and conditions set forth in this Agreement. In the event that there is a conflict between the terms of this Section C.1.and the other terms and conditions of this Agreement, the terms of this Section C.1.will prevail to the extent of the conflict.
  - a. To use the Aggregation Services or Cash Management Services, or both, you will complete such forms as Servus may require to identify the Aggregated Accounts or Cash Management Accounts, or both. You may from time to time add or remove Accounts designated by you as Aggregated Accounts or Cash Management Accounts, or both.
  - b. You authorize Servus and direct us to do all things necessary to provide the Aggregation Services or Cash Management Services, or both, to you and to retrieve, consolidate, organize and present information regarding the Aggregated Accounts or Cash Management Accounts, or both, to you.
  - c. Should you wish to utilize the Aggregation Services or Cash Management Services, or both, with respect to Accounts held by you and by one or more of Servus' other Members (the "**Other Member Third Parties**"), in addition to the foregoing requirements, you agree that Servus will not be required to provide the Aggregation Services or Cash Management Services, or both, with respect to accounts held by Other Member Third Parties ("**Third Party Accounts**") unless the following additional requirements are satisfied:
    - i. the Other Member Third Parties in question submit such forms to Servus as we require to identify the Aggregated Accounts or Cash Management Accounts, or both, and the Aggregated Accounts or Cash Management Accounts, or both, identified by such Other Member Third Parties are the same as the Aggregated Accounts or Cash Management Accounts, or both, identified by you;



- ii. You authorize Servus and direct us to do all things necessary to provide the Aggregation Services or Cash Management Services, or both, to the Third Parties and to retrieve, consolidate, organize and present information regarding the Aggregated Accounts or Cash Management Accounts, or both, to the Third Parties;
      - iii. the Third Parties authorize us and direct us to do all things necessary to provide the Aggregation Services or Cash Management Services, or both, to you and to retrieve, consolidate, organize and present information regarding the Aggregated Accounts or Cash Management Accounts, or both, to you; and
      - iv. You and the Other Member Third Parties designate and at all times maintain the same Account Administrator regarding the Aggregated Accounts or Cash Management Accounts, or both.
    - d. You further agree that Servus shall (and shall be entitled to) cease providing Aggregation Services or Cash Management Services, or both, with respect to Aggregated Accounts or Cash Management Accounts, or both, that include Third Party Accounts where:
      - i. we have received a written notice from you or from one or more of the Other Member Third Parties that confirms that you or the Other Member Third Party or Other Member Third Parties wish to discontinue the use of Aggregation Services or Cash Management Services, or both, with respect to the designated Aggregated Account or Cash Management Accounts, or both; or
      - ii. where you or any one or more of the Other Member Third Parties changes the Account Administrator designated by such party to an Account Administrator that is different than the one appointed by the Other Member Third Parties.
- 2. **Cheque Matching Process Services:** You may subscribe to the Commercial Net Banking Service by completing and executing the Cheque Matching Process Services Agreement available at [servus.ca/business/commercial/commercial\\_net\\_banking/terms](http://servus.ca/business/commercial/commercial_net_banking/terms).
- 3. **e-Transfer:**
  - a. To send an e-Transfer you must provide the recipient's email address and, except for a Request Money e-Transfer or Autodeposit Service e-Transfer, a security question ("**Security Question**") that will be used to authenticate the recipient of the transfer. As the sender, you will keep the answer to the Security Question confidential and not share it with anyone other than the recipient. To receive an e-Transfer, you must, except for a Request Money e-Transfer or Autodeposit Service e-Transfer, correctly answer the Security Question.
  - b. You agree that, as a sender of an e-Transfer it is your responsibility to: (a) provide accurate information regarding the recipient; (b) except for a Request Money e-Transfer or Autodeposit Service e-Transfer, create an effective Security Question; (c) except for a Request Money e-Transfer or Autodeposit Service e-Transfer, not include the answer within the e-Transfer details, or within an email or other optional message that may accompany the e-Transfer.
  - c. We will be entitled to pay the e-Transfer amount to anyone who, using the Interac e-Transfer Service, claims to be the recipient and, except for a Request Money e-Transfer or Autodeposit Service e-Transfer, successfully provides the answer to the Security Question, whether or not that person is the intended recipient. All disputes will be handled directly between the sender and the recipient.
  - d. The e-Transfer is only available in Canadian dollars to a Canadian bank account.
  - e. Request Money e-Transfer and Autodeposit Service e-Transfer are only available where both the sender's and the requester's (the proposed recipient) financial institution participate in the use of these Interac e-Transfer Services.



- f. You should respond only to Interac e-Transfer Service requests when you know the person making the request, and the reason for the request.
- g. As a requestor (proposed recipient) of a Request Money e-Transfer, you should ensure that the proposed sender has consented to you providing, and our using, the contact information of the proposed sender for the purpose of requesting the Request Money e-Transfer.
- h. A proposed sender can choose to decline the Request Money e-Transfer.
- i. As a requestor of a Request Money e-Transfer, you can cancel the Request Money e-Transfer at any time before it has been fulfilled by the proposed sender.
- j. You are responsible for reviewing the status of any Request Money e-Transfer you send by checking your Request Money e-Transfer history in Commercial Net Banking Services.
- k. Servus will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatever arising as a result of a delay in processing an e-Transfer or for e-Transfers claimed by someone other than the intended recipient.

## D. Your Responsibilities

1. **Transactions:** You are responsible for the full amount of all Transactions on your Account authorized by you, your Account Administrator(s) or Authorized User(s). Transactions may be authorized by:
  - a. Entering Security Credentials;
  - b. Providing a confidential Security Question for e-Transfer (except for Autodeposit Service e-Transfer or Request Money e-Transfer); or
  - c. Other forms of identification that may be determined from time to time.
2. **Security Vigilance:** You are also responsible:
  - a. If an error or fraudulent Transaction is made through the Services;
  - b. To ensure the equipment or device used to access the Services has an up-to-date anti-virus program, anti-spyware program and firewall installed; and ensure new security patches are installed as soon as manufacturers make them available; and ensure that you take reasonable steps to reduce the risk of Malicious Code or online attacks;
  - c. To carefully select and keep your Security Credentials confidential;
  - d. To review your Account statements within thirty (30) days of their date for unusual, suspicious or fraudulent activity;
  - e. To contact us immediately if you know or suspect any of your Security Credentials have been compromised or if there has been activity in your Account that you did not authorize;
  - f. To assist Servus in any investigation into improper access to your Account; and
  - g. To not provide your Password, any of your Security Credentials, or any Account or financial information to anyone in response to unsolicited emails, callers or other parties who may claim to represent Servus and ask for this information.
3. **Confidentiality of your Security Credentials:** You acknowledge your responsibility to maintain the confidentiality of any Security Credentials of the Account Administrator(s) and Authorized User(s). You agree that your Security Credentials will not be disclosed to anyone except, to the Member's Account Administrator and to its Authorized Users, and that your Security Credentials will be changed on a regular basis. You understand that you are responsible for all Transactions conducted through the use of your Security Credentials. You agree that Servus has no obligation to confirm the authority or identity of a person using your Security Credentials.



4. **Lost or Stolen Security Credentials and Unauthorized Use:** You will notify Servus if any of your Security Credentials are lost or stolen or if you believe that any of your Security Credentials may have become known to another person or available for unauthorized use, or if you become aware of any unauthorized use of any Account of yours or if any statements or records of yours show Transactions you did not make ("**Security Notification**"). You acknowledge and understand that Servus will use reasonable efforts to stop or reverse the Transaction, but that Servus is not responsible for any results or consequences of a Transaction processed as a result of unauthorized use of your Security Credentials, unless caused by Servus' negligence after Servus acknowledges receipt of the Security Notification.

## **E. Security – Account Administrators and Authorized Users**

1. **Account Administrator:** The Business Member agrees that it is responsible for appointing an Account Administrator and that the Business Member will be fully liable for and be bound by all of the acts and omissions of the Account Administrator. Until Servus has received a written notification from the Business Member appointing a new Account Administrator, the Account Administrator shall be the person who was last appointed by the Business Member according to the records held by Servus.
2. **Issuance of Security Credentials:** The Business Member acknowledges and agrees that:
  - a. Servus will issue initial Security Credentials to the Account Administrator in order to access the Services;
  - b. the Account Administrator will immediately change the initial Security Credentials to a User ID and Password selected by you;
  - c. the Account Administrator is fully authorized to act on the Business Member's behalf to:
    - i. receive the initial Security Credentials from us and change them to a new User ID and Password;
    - ii. determine the number of Authorized Users that will be permitted to utilize the Services and create User IDs and Passwords for each Authorized User;
    - iii. reset the Password of any Authorized User;
    - iv. designate the specific Commercial Net Banking Services each Authorized User will be authorized to access;
    - v. specify limits (dollar amounts or frequency) on Transactions for Authorized Users and specify which Transactions require a secondary authorization; and
    - vi. terminate an Authorized User's rights to access the Services (in whole or in part) by deleting or otherwise invalidating their Security Credentials or by modifying the Authorized User's access rights
3. **Member Liability for Errors by Account Administrator:** Without limiting any other provision of this Agreement, the Business Member acknowledges that it is solely responsible for the truth, accuracy and completeness of any actions of the Account Administrator regarding the issuance, change or cancellation of a Security Credential.
4. **Transactions:**
  - a. *Use of the Services:* The Business Member shall ensure that all Authorized Users will only use the Services to process the Business Member's own Transactions for valid business purposes relating to Transactions between Servus and the Business Member or for payments authorized by the Business Member from Servus to Third Parties.
  - b. *Business Member Liability for Errors in Transactions:* The Business Member acknowledges that it is solely responsible for the truth, accuracy and completeness of instructions given by



the Account Administrator or by Authorized Users for the processing of Transactions. Servus will use reasonable commercial efforts to correct any improperly input Transactions that are brought to Servus' attention, but Servus shall not be responsible for (and the Business Member hereby agrees to release Servus from) any result or consequence of a Transaction processed as a result of inaccurate or incomplete instructions from an Authorized User or Online Account Administrator.

- c. *Acceptance of Risk:* The Business Member acknowledges that the use by the Business Member (through the Authorized Users) of the Website and of the Services is at the Business Member's own risk. The Business Member acknowledges that it has been provided with and understands its Member responsibilities as outlined at [servus.ca/security](http://servus.ca/security) on the Website.
- d. *Authority to Process Transactions:* The Business Member authorizes Servus to accept, rely upon and process any Transaction transmitted by any Authorized User. The Business Member authorizes Servus to debit from its Accounts any amounts which Authorized Users have designated to be paid to Third Parties.
- e. *Effective Date of Transactions:* The Business Member acknowledges that Servus will process the Transactions requested electronically by the Business Member through Authorized Users as quickly as possible. Transactions effected after regular business hours, on a non-Business Day will be recorded and effective as between Servus and the Business Member on the next Business Day.
- f. *Refusal to Complete or Reversal of Transactions:* Servus may refuse to complete or may reverse any Transaction if (a) the Transaction is one that cannot be processed by the Services; (b) the Transaction will result in an unauthorized overdraft of the Business Member's Accounts or will violate any provision of any other agreement made between the Business Member and Servus; (c) the Transaction requires a payment to a Third Party that does not accept the Transaction; or (d) there is an operational failure or malfunction in the Services.

## F. Third Parties

1. **Third Party Services and Software:** Servus may from time to time make services or software provided by a third party (the "Third Party") available through the Website or the Services. You acknowledge and agree that:
  - a. The services and software of a Third Party are made available for your convenience only. The services and software are provided by the Third Party and not Servus, even if you access them using the Services;
  - b. All software available for downloading from or through the Website is owned by or licensed from Third Parties, and the downloading and use of the software is subject to a software license agreement that you will be required to enter into with such Third Parties;
  - c. Your relationship with the Third Party is independent and separate from your relationship with Servus and is outside the control of Servus. Any dispute that relates to the services or software provided by a Third Party is strictly between you and the Third Party, and you will raise no defense or claim against Servus;
  - d. You assume all risks associated with accessing or using the services or software of Third Parties;
  - e. You agree to indemnify and hold Servus, its agents, officers, directors and employees, harmless from and against all liabilities, damages and costs of all kinds in connection with any claim arising out of your access or use of such links, other websites or Third Party services or software; and



- f. No representation or warranty is made to you with respect to any services or software provided by a Third Party, even though those services or software may be accessed by you through Servus' Website or through the Services.

## G. Fees and Rates

1. **Fees for Transactions and Services:** When you enroll in the Services and conduct Transactions, you agree to pay all fees that apply, and authorize Servus to debit your Account for such fees. Up-to-date information on fees is available on our Website and at all branches.
2. **Rates and Service Charges:** If there is a difference between the rates and service charges posted on the Website or accessed through the Services, and those posted in a Servus branch, the rates and service charges posted in the branch will apply.

## H. Disclaimers and Limitations of Liability

1. **Availability of Services:** The ability of Servus to offer the Services on a continuous basis or at all is dependent in part on Third Party service providers and the functioning of the Internet. Except where caused by its negligence, neither Servus nor its directors, officers, employees or agents will have any liability for any delay, loss, damage (direct, indirect or consequential), loss of data, or inconvenience whatsoever, caused by or arising from any failure, error, malfunction or inaccessibility of the Services or the Website. Servus does not represent or warrant that the Website or the Services will be available or will function without interruption or that they will be free of errors, that any errors will be corrected, or that the use of the Website or the Services will be free of Malicious Code or other destructive or disruptive components.
2. **Accuracy of Information on the Website:** You acknowledge that information provided by Servus or other sources on the Website is believed to be accurate and reliable when placed on the Website. Although Servus conducts regular audits of this information, Servus cannot guarantee, and makes no representations or warranties regarding, the accuracy or completeness of that information. You acknowledge that the information on the Website is not intended to provide financial, legal, accounting or tax advice and cannot be relied upon in that regard.
3. **Acceptance of Risk:** You acknowledge that the use of the Website and of the Services is at your own risk. You acknowledge that you have read and understood the Member responsibilities as outlined at [servus.ca/security](https://servus.ca/security) on the Website.
4. **Disclaimer of Warranties:** Except as expressly provided in this Agreement, the Services are provided "AS-IS" and Servus expressly disclaims all other warranties, representations and conditions, express or implied, including all implied or statutory warranties, representations and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
5. **Exclusion of Servus' Responsibility:** Servus is not responsible for any loss, damage, claim, or liability suffered or incurred by you with respect to the subject matter of this Agreement, except to the extent caused by the negligence or willful misconduct of Servus and, in no event will Servus be liable for any indirect, special, consequential, punitive, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if Servus has been advised of the possibility of such damages. In no event will Servus be liable for any cost, loss, damage, claim or liability (whether direct, indirect, special, or consequential) suffered by you that is caused in whole or in part by:
  - a. Any use or inability to use the Services or the Website;
  - b. The actions of, or any failure to act by, any Third Party (and no Third Party will be considered to be acting as an agent for Servus unless expressly authorized to do so);



- c. The inaccuracies in, or inadequacies of, any information furnished by you to Servus;
- d. Any failure by you to comply with any of the terms or conditions of this Agreement;
- e. The failure by Servus to perform or fulfill any of its obligations to you, due to any cause beyond Servus' control;
- f. Any use of the Services or your Account using your Security Credentials; or
- g. Forged, unauthorized, or fraudulent use of the Services, or forged, unauthorized, or fraudulent instructions or instruments, or material alteration to an instruction, including Remote Instructions.

## I. Indemnity

1. **Indemnity:** You agree to indemnify and hold Servus and its Third Party service providers 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, damages 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:
  - a. your use of, or inability to use the Services or the Website, including any of the Indemnified Parties making the Services available to you;
  - b. your use or inability to use any Third Party services or software;
  - c. any failure to use the Services in accordance with applicable law, any acceptable use policies, or this Agreement;
  - d. any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
  - e. any personal information disclosed to Servus by you for which you did not have the applicable consents, or which was otherwise in violation of applicable privacy legislation;
  - f. any other information you provide to Servus;
  - g. any e-Transfers; and
  - h. any other Transaction authorized by you.

You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defense of any such claim or demand.

## J. Confidentiality and Privacy

1. **Confidential Information:** Servus treats as confidential any information it receives from you in your access to or use of the Services, and we shall not disclose or use such information other than as required to provide the Services to you or to improve the Services. This provision shall not apply to information that was: (i) in Servus' prior possession; (ii) obtained from you other than in the provision of the Services; (iii) is publicly available other than pursuant to a breach of this Agreement, or (iv) is obtained from a third party not under obligations of confidentiality.
2. **Privacy:** Servus may collect, use and disclose the personal information of your Authorized Users, including their names, addresses and social insurance numbers as required to provide or improve the Services, including Interac e-Transfer Services and to determine or verify their identity. You confirm that you have the authorization of your Authorized Users for the collection, use and disclosure of their personal information for this purpose. Servus agrees to collect, use and disclose your Authorized Users' personal information in accordance with its privacy policy located at [servus.ca/privacy](https://servus.ca/privacy).



## K. Intellectual Property

Servus may display certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of its Website and Services, on agreements regarding certain Transactions or in advertisements regarding electronic Transactions which may constitute trade names, registered or unregistered trade-marks, words or copyrighted materials (the "**Intellectual Property**"). That Intellectual Property belongs to Servus, its agents or Third Parties. The display and use of the Intellectual Property by Servus does not imply that any license has been granted to you other than a limited license to perform Transactions contemplated in this Agreement. Copyright laws of Canada protect information contained within or used in association with the Services, the Website or any Transactions. Although you may be entitled to use information contained therein for your personal use, you may not republish or reproduce any information in any manner whatsoever, including electronic reproduction by "uploading" or "downloading" without the prior written consent of Servus. No permission is expressed or implied to copy, redistribute, reproduce or republish any information found in or associated with any Services, the Website or any Transactions in any form whatsoever for any purpose other than your personal use and that of your Account Administrator and Authorized Users pursuant to the license described above.

## L. Termination and Survival

1. **Termination:** This Agreement may be terminated by either you or Servus upon written notification to the other. In some instances, Servus' Third Party licensors or service providers may detect fraud regarding your use of a Service, either by you or an unauthorized third party, in which circumstance Servus may not be able to provide you with advance or contemporaneous written notification of termination. Termination of this Agreement does not release you from any obligations incurred under this Agreement prior to its termination.
2. **Survival:** Sections A, D, E, F, H-M of this Agreement will survive any termination of this Agreement.

## M. General Provisions

1. **Severability:** Any provision in this Agreement determined to be void or unenforceable in whole or in part will be deemed not to affect or impair the validity of any other provisions which shall be separate and distinct.
2. **Choice of Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta. In the event of any dispute arising under this Agreement, the parties agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta.
3. **Changes to Terms and Conditions:** You agree that Servus may change the terms and conditions of this Agreement at any time. We will notify you of these changes by posting a notice on the Website or Commercial Net Banking Services, in writing, or by other means we consider appropriate. Your continued use of the Services following such notice means that you agree to the Agreement as amended. If at any time you do not agree to the changes made to this Agreement, you must no longer use the Services and terminate this Agreement. You may review and print the most current version of this Agreement at [servus.ca/business/commercial/commercial\\_net\\_banking/terms](http://servus.ca/business/commercial/commercial_net_banking/terms).
4. **Notice to Us:** You agree that any notices to be provided by you to us will be deemed not to have been received by us unless they are given in writing to the account manager that we have then designated as being in charge of your Accounts.
5. **Enurement:** This Agreement and any amendments to it will be binding on and enure to the benefit of you and your successors and permitted assigns.



- 6. **No Waiver:** No waiver by Servus of any breach of or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Servus may without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by Servus.
- 7. **Heading:** Section headings are provided for convenience of reference only and do not constitute part of this Agreement. Any references to a particular section of this Agreement shall be deemed to include reference to any and all subsections thereof.

**N. Acceptance of Commercial Net Banking Agreement**

In consideration for Servus providing Services to you, upon Servus' and your signing of this Agreement and delivery of a fully signed copy of this Agreement to you and Servus, you agree to be bound by the terms and conditions set forth in this Agreement. This Agreement is in addition to any other agreements you may have with Servus, including your Member Agreement. If there is a conflict or inconsistency between this Agreement and any other agreements you have with Servus, including the Member Agreement, the terms and conditions of this Agreement will prevail.

In witness of this Agreement the Member and Servus have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

**Servus Credit Union Ltd.**

**Business Member Legal Name**

x. \_\_\_\_\_  
 Per: Employee Name

x. \_\_\_\_\_  
 Per: Name  
 Title

x. \_\_\_\_\_  
 Per: Name  
 Title

