

## **Achieva Financial Online Internet Banking and Mobile Banking Terms and Conditions**

We ask that you read all the Terms and Conditions before using Achieva Online Internet Banking and/or Achieva Mobile Banking. By using Achieva Online Internet Banking and/or Achieva Mobile Banking you confirm and accept to be bound by these Terms and Conditions, along with Achieva Financial's Account Terms & Conditions, Member Card Agreement and Privacy Policies. All collectively serve as Achieva Financial's Terms and Conditions and may be amended or cancelled from time to time.

By using these services, you will be taken to have read, understood, and accepted these Terms and Conditions in the same way as if you signed a printed version; and as such, you will be bound by them each and every time you use these services.

You acknowledge that your computer may be vulnerable to viruses or online attacks that seek to intercept sensitive information that is provided through the Internet. To reduce this risk you must ensure that any computer you use to access Achieva Online Internet Banking has a regularly updated and supported operating system with an up-to-date anti-virus program, anti-spyware program and firewall. Due to the increased risk of spyware on public access computers, this agreement prohibits their access to Achieva Online Internet Banking. You further acknowledge that Achieva will not be liable for any loss that you may suffer through accessing Achieva Online Banking through such public computers. To prevent any unauthorized access to your accounts, you must always use a secure computer, sign off of Achieva Online Internet Banking and close your browser as soon as you have completed your online banking session.

Please note that your internet service provider and your wireless carrier's standard data fees apply and are solely at your own expense.

1. In these terms and conditions, "we", "our", "us" and "Achieva" mean Achieva Financial, a division of Cambrian Credit Union Ltd. and "you", "your" and "customer" mean the authorized account holder who is using Achieva Online Internet Banking and/or Achieva Mobile Banking.
2. You must meet and comply at all times with the technical and security requirements that we establish regarding Achieva Online Internet Banking and/or Achieva Mobile Banking, which may be further refreshed and amended from time to time. Annually you will be requested to acknowledge the review of these Terms and Conditions to ensure you are up to date and compliant with any such changes.
3. There is no contractual arrangement or relationship between Achieva and your Internet service provider and/or mobile wireless carrier.

### **Notification of changes**

You agree that Achieva may amend, modify, change or replace these Terms and Conditions, the technical and security requirements and/or any of the services provided under these Terms and Conditions at any time. The new or revised Terms and Conditions, technical and security requirements and/or services provided under these Terms and Conditions are effective and binding once changed and will be electronically provided for your review. If you continue to use Achieva Online Internet Banking and/or Achieva Mobile Banking after we post the notice that means you agree to and accept the new or revised Terms and Conditions, technical and security requirements and/or the services provided under these Terms and Conditions as amended. If you do not agree with the new or revised changes made to these Terms and Conditions, technical and security requirements and/or the revised Achieva Online Internet Banking and/or Achieva Mobile Banking service you must immediately stop using these services and notify Achieva to terminate your account access.

### **Suspension or termination of service**

Achieva may suspend or terminate your Achieva Online Internet Banking and/or your Achieva Mobile Banking services if we believe you are in breach of these Terms and Conditions or any other agreements that you have entered into with us. If we suspend or terminate these services, we will notify you of the same. Provided there are no outstanding charges owing on your account there will be no fees or costs should either you or Achieva terminate your Achieva Online Internet Banking service and/or your Achieva Mobile Banking service.

Achieva can discontinue Achieva Online Internet Banking service and/or Achieva Mobile Banking service at any time. If we do, we will post a notice thirty (30) days in advance on Achieva Online Internet Banking and Achieva's corporate website.

Should you want to suspend or terminate your Achieva Online Internet banking service, please contact us through the Secure Message feature within Achieva Online Internet banking or contact us directly through our customer service centre at 1-877-224-4382.

**Privacy applicable to Achieva mobile banking only**

You acknowledge your account numbers, balances and other information about your banking account(s) with Achieva may be stored on your mobile device. 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. Anyone with access to your mobile device could view its content unless you lock your device with the appropriate safeguards. You are responsible for keeping this information confidential and secure at all times.

**Your responsibilities**

You agree that only the account's authorized signing authorities will access and use Achieva Online Internet Banking and/or Achieva Mobile Banking services. Use by any other individuals will be considered unauthorized and not the responsibility of Achieva.

You acknowledge that transactions through Achieva Online Internet Banking and/or your Achieva Mobile Banking services are subject to the various transaction fees associated with your account.

You understand that specific account communications and/or instructions should be transacted through the Achieva Online Internet Banking secure messaging functionality or by calling Achieva directly. All other forms of electronic communications and/or email to Achieva should be limited and not contain any specific account information.

Achieva Online Internet Banking and Achieva Mobile Banking are subject to the Terms and Conditions of your agreement with your wireless carrier and/or Internet service provider. You are responsible for any fees imposed by these service providers.

**Achieva Online Internet Banking and Achieva Mobile Banking security**

Achieva will reimburse you in the unlikely event that you suffer a direct financial loss due to unauthorized activity in your accounts accessed through Achieva Online Internet Banking or Achieva Mobile Banking **provided** you have met your security and other responsibilities. That means you must abide by all the terms of Achieva's various agreements; such as Achieva's Account Terms & Conditions, the Member Card Agreement, Privacy Policies and any other agreements you have entered into with Achieva Financial.

You must always keep your Achieva Member Card number, password, access code, personal identification number (PIN) and the answers to any online security questions (personal verification questions) you have chosen that allow you to sign-on to Achieva Online Internet Banking and Achieva Mobile Banking **confidential**. Do not divulge this information to anyone—including family members, friends or anyone else. Do not write this information down or keep a poorly disguised record of it or keep it together with your Achieva Member Card or save this information in your mobile device.

You must notify Achieva immediately in the event of loss, theft, misuse or compromise of your password, access code, PIN, personal computer or mobile device.

Do not respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your Achieva Financial accounts. We will **never** send you unsolicited text messages or emails asking for your password, PIN, account numbers, etc. We will **never** ask you to validate or restore your account or Achieva Online Internet Banking and/or Achieva Mobile Banking access through unsolicited text messages or emails.

You must review your statements and/or online transactions and report any errors within 30 days and you agree to fully assist Achieva in any investigation into improper access to your accounts.

**Limitation of liability**

You agree that neither Achieva, nor your Internet service provider, your wireless carrier, nor any other third party associated with providing Achieva Online Internet Banking and/or Achieva Mobile Banking services will be liable to you or anyone else for any direct or indirect damages or for any losses arising out of your use or inability to receive or to use Achieva Online Internet Banking and/or Achieva Mobile Banking, regardless of the reason.

Achieva provides Achieva Online Internet Banking and Achieva Mobile Banking as a convenience to you only. Achieva Online Internet Banking and Achieva Mobile Banking are subject to the agreements you have in place for the products and services that you have with Achieva.

If there is a conflict between a term in our agreement or in any other agreement between you and Achieva, a resolution will ultimately be governed exclusively by the laws of the Province of Manitoba.

**Terms of use for mobile remote deposit capture service**

Through the Remote Deposit Capture (RDC) feature of Achieva mobile banking, you can deposit a cheque to your Achieva account without submitting the original paper copy. You and no one else may take a picture of the front and back of the original cheque with your mobile device and send the image to Achieva using the remote deposit capture functionality.

To use this service, you agree to the following additional terms and conditions:

You acknowledge when creating an image using this RDC service, you are acting as an Achieva agent for the purpose of creating the cheque image and that image will be treated for legal purposes just as if Achieva had created the image itself under the rules of the Canadian Payment Association (CPA).

To use this service you must download Achieva's mobile banking app onto your mobile and/or smartphone device. Certain mobile devices and operating systems may not be supported.

You agree to the following whenever you use this service:

- Only paper cheques that are made payable to you directly can be deposited. Achieva will not accept a cheque that is payable to another individual and endorsed over to you.
- Each cheque must be in a standard format approved by the CPA. The date, drawee, institution, payee, amount in words and figures, signature of the drawee and magnetic ink character recognition (MICR) information must be clearly legible.
- Each image captured through the RDC service must be a picture of the original cheque, not a photocopy, or printout of an electronic copy.
- Only send one image of the front and back of each cheque you want deposited.
- You will not alter, cover-up or write on the cheque being deposited, other than your endorsement on the back.
- Your remotely deposited cheque is considered received by Achieva when you receive an electronic notification confirming the deposit. However, this does not mean Achieva has accepted the cheque for deposit, as we reserve the right to reject or further hold the cheque for any reasonable reason of error or otherwise.

Cheques may only be deposited while you are physically located in Canada. Cheques must be drawn on Canadian financial institutions or the Government of Canada, must be in Canadian dollars and submitted through Canadian devices and networks.

After you have deposited a cheque remotely through the RDC service, do not send Achieva the original cheque. You must securely keep the paper cheque for a recommended period of up to 90 days from the date of deposit.

Once deposited through the RDC service, you must not deposit or attempt to deposit or cash this cheque a second time with either Achieva or any other financial institution. You will be liable for any returned cheques or cheques charged back to your account. If you breach any of these terms and conditions we may elect to immediately debit your Achieva account to cover any cheque item that does not meet our terms and conditions. Furthermore, upon a review of the facts and overall circumstances of your account operation, you may also be liable for further legal action either on a civil or criminal basis.

Daily, weekly and monthly limits may apply to this service.

Achieva Financial will place a 10 day hold on all deposits to your account. This hold is required to ensure that Achieva Financial has received payment for all items included in the deposit prior to allowing withdrawal of those funds.

Every time you submit a cheque for remote deposit using this service, you expressly agree to the following:

- Each image is an accurate image of the original paper cheque that is not a copy or printout.
- The cheque has not been altered or defaced in any way.
- You or anyone else have not deposited or attempted to deposit the same cheque for a second time.
- You have not created any image or copies of the cheque other than the image being submitted through the RDC service.

You agree to indemnify Achieva for any losses or liabilities suffered or incurred as a result of using the RDC service without fully complying with the requirements of these terms and conditions.

You further acknowledge that Achieva will not be liable for any losses or liabilities that you may suffer as a result of your use of this RDC service.

By not fulfilling your obligations to these terms and conditions, Achieva may without notice suspend or disallow your continued use of the RDC service.

You can at any time disable this service by notifying Achieva.

**Terms of use for Achieva Direct and Automated Funds Transfers (AFT)**

Through the Achieva Direct, AFT feature you can easily transfer funds electronically between your Achieva account and another personal account held in your name at another Canadian Financial Institution.

For joint Achieva accounts, each account holder is required to be named on the linked account with this AFT service. By linking these accounts, you guarantee to be the legal account holder(s) on both linked accounts and indemnify Achieva for any losses that may result without fully complying with this requirement.

In transacting this service, you authorize Achieva to draw upon a Canadian Dollar account on your behalf, held personally in your name. All AFTs made through this service are done so under your sole discretion, where you maintain certain recourse rights should they not comply with the Rules and Standards established by Payments Canada [www.cdnpay.ca](http://www.cdnpay.ca).

The AFT service is subject to predetermined maximum dollar limits that may change from time to time, with all incoming transfers subject to Achieva's standard hold policy.

Requests to link additional accounts and/or change accounts to the AFT service will require a minimum five (5) business days for the appropriate verification and processing. This service can be disabled any time by notifying Achieva.