



MEMBERSHIP AGREEMENT

To view online, visit www.creativeartscu.com



This agreement describes the business relationship between the member(s) and Creative Arts Savings & Credit Union (the "Credit Union").

By completing the Membership Application, the applicant(s) request(s) and authorize(s) the Credit Union to open an account. The "account" means one or more deposit accounts, in Canadian or U.S. currency, or any other type of account, product or service opened at the Credit Union by the member. The Credit Union reserves the right to change or withdraw at any time any account or service provided to the member. The applicant(s) agree(s) to tender in cash the amount(s) required by the by-laws of the Credit Union to pay for membership shares, and to conform to the by-laws in force from time to time, which can be reviewed upon request.

The Credit Union may pay to or on behalf of the member(s) and credit or debit to the appropriate account the amount of any deposits, withdrawals or cheques made, signed or endorsed by the member(s) in such form as the Credit Union may approve from time to time. The Credit Union will accept only Canadian funds drawn on a Canadian financial institution or, in the case of a U.S. Dollar-denominated account, U.S. funds drawn on a U.S. financial institution. The member(s) agree(s) that the Credit Union has the right not to pay the amount of any instruments where it reasonably suspects their creation and/or negotiation may be invalid.

The Credit Union reserves the right to place a hold on any Canadian deposit for up to seven days or any international deposit for up to 20 days to guarantee that all items included in a deposit have been cleared by the institution on which they were drawn prior to any withdrawals of the same funds. The member undertakes to reimburse the Credit Union for any item credited to the member's account or paid to the member for which the Credit Union has not received payment.

The member(s) agree(s) that, under no circumstances, will he/she/they overdraw the account(s) unless an approved overdraft facility is in place. Overdraft amounts are due on demand, and will be subject to fees plus interest at the Credit Union's prevailing interest rate for overdrafts. In the event that insufficient funds are in any account of the member(s), the Credit Union is authorized to return the NSF item(s).

The Credit Union reserves the right at all times and without notice to apply any credit balance in any account opened in the member's name, to the payment of any obligation (including contingent obligations) of the member to the Credit Union, whether in the same or other currency. The Credit Union may use all or any part of such credit balance to purchase any currency that may be necessary for such application.

If the Membership Application is signed by more than one member, the members will designate which account(s) that is/are not a RRSP/RRIF account shall be operated jointly with the right of survivorship. The members further agree that they shall be jointly and severally liable for any overdraft created in any account where the members have a joint interest.

The member hereby waives notice of dishonour, protest and notice of protest of all instruments whether made or endorsed by the member. The member will indemnify the Credit Union against all claims made against the Credit Union and/or liability incurred by the Credit Union as a result of or with respect to any instruments deposited for credit of the member(s) including but not restricted to forged items or items with unauthorized signatures.

The Credit Union shall be authorized to use the services of any agent (including another financial institution) to transact the business which may be entrusted to it by the member. Any agent whose services are thus used shall be deemed to be the member's agent and the Credit Union shall not be liable in any case whatsoever to the member for any fault, negligence, error or omission on the part of such agent, or for any loss or delay which could result from the use of such services.

The member(s) acknowledge(s) having been advised of, and will pay, the applicable fees currently in effect for services available under this agreement. A current fee schedule is available online at www.creativeartscu.com/Products/Banking/ServiceFees. New or amended fees will only become effective 30 days after publication by the Credit Union on its website.

The Credit Union will post monthly account statements on its password-protected online banking site and the statements shall be deemed to have been received 24 hours after posting.

The member(s) will promptly examine his/her/their statement(s) and within 30 days of the time when such statement(s) were deemed received shall report in writing to the Credit Union any real or apparent errors or omissions reflected therein. Except to the extent of such reports made within the 30-day time frame, the Credit Union shall not be liable for any such errors or omissions. If the Credit Union does make an error or omission in the recording of a transaction, the liability of the Credit Union will be limited to the amount of the error or omission, plus any applicable service charges that may have been charged in error. The member(s) agree(s) the Credit Union will not be liable for any other loss, including any loss of business or profit, arising from such error or omission.

The member acknowledges that any item may be transferred onto a digital, electronic or other medium, which may be used by the Credit Union or its agents or any participant in any inter-financial institution clearing system. In such a case, the original paper version of the item may be destroyed and shall not be returned to the member. A copy of all items shall be kept by the Credit Union or its agents for a period of time and in a medium and format prescribed by the laws, regulations, rules and standards in effect, including those of the Canadian Payments Association. The Credit Union may, at its sole discretion, provide the member a copy of its copy if requested, subject to any fees that may apply for such service.

The member(s) undertake(s) to advise the Credit Union in writing or by e-mail of any change to his/her/their e-mail address(es) for receipt of alerts and other notifications. Unless otherwise instructed in writing by the member(s), alerts will be deemed to have been received by the member(s) within 24 hours of being sent to the last known e-mail address(es) on file.

Any electronic communication, including communication by telephone, by computer or by means of any other electronic transmission, including facsimile, received from the member shall be deemed to be duly authorized by and binding upon the member. The Credit Union shall be authorized to act upon any such communications and give effect thereto.

A consumer report containing credit information may be referred to in connection with the credit hereby applied for, or any renewal or extension thereof. The undersigned hereby consents to the obtaining of such personal or credit information as the Credit Union may require at any time in connection with the credit hereby applied for, or any renewal or extension thereof. I/We further consent to the disclosure of any information concerning the undersigned to any credit reporting agency, other credit grantors or credit union system partners and service providers whose functions involve assessment of credit worthiness, credit applications, monitoring and processing of payments.

Nothing herein shall limit the rights of the Credit Union under its by-laws or under the *Credit Unions and Caisse Populaires Act (1994)* or any successor legislation or any other agreement, statute, regulation, document or security. All rights of the Credit Union shall be cumulative. This shall be a continuing agreement binding upon the member(s) and upon his/her/their respective heirs, administrators, successors and assigns.



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Debit Cards

The member(s) hereby authorizes(s) the issue of a *MemberCard* Debit Card, including renewals and replacements thereof from time to time. The member(s) will use the Debit Card for access to his/her/their chequing/savings accounts and, if applicable, lines of credit and/or overdraft facilities. A *MemberCard* Debit Card provides access to your account(s) through THE EXCHANGE® Network of ATMs, the Interac® ATM network in Canada and the Plus® network of ATMs internationally, or at most retail merchants in Canada and the U.S. wherever you see the ACCEL® or Cirrus® logos.

I authorize and direct the Credit Union to credit or debit my account for all withdrawals, payments, transfers and deposits effected through the use of the Debit Card. Members will maintain the confidentiality of their Personal Identification Number (PIN), and will under no circumstances disclose it to any other person. The member will not keep a physical record of the PIN, unless the record is in a form indecipherable to others. Under the Canadian Code of Practice for Debit Card Payment Services, the member will be responsible for all charges if the member has not kept the PIN confidential.

Once the member(s) has/have requested and first used his/her/their Debit Card service, the member(s) will be liable for all authorized and unauthorized uses of the Debit Card(s) by any person up to the established limit (including funds accessible through a line of credit or overdraft facility), prior to the expiry or cancellation of the card. If the member(s) suspect(s) or become(s) aware that his/her/their Debit Card(s) is/are lost or stolen, or that the PIN(s) has/have been accessed by another person, the member(s) will notify the Credit Union or its agent immediately, whereupon the Credit Union will cancel the Debit Card(s). Member(s) shall remain liable for all unauthorized use of the Debit Card(s) or access to his/her/their account(s) until such notification is made and acknowledged by the Credit Union.

The Credit Union will have the discretion to relieve me/us from liability for unauthorized use in a case where I/we have inadvertently contributed to the unauthorized use, and I/we cooperate in an investigation and proceeding leading to a finding of liability on the part of a third person.

In the event of a problem with a Debit Card transaction, other than a matter related to goods or services provided by merchants, I/we will first try to reach a solution with the Credit Union, and the Credit Union will not unreasonably restrict me/us from the use of any funds subject to dispute. If I/we am/are not satisfied, the problem will be referred for mediation to a credit union system dispute resolution service, or if no such service is available, to an external mediator as agreed between me/us and the Credit Union. Neither the Credit Union nor I/we will have the right to start court action until 30 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 me/us and the merchant, and I/we will raise no defence or claim against the Credit Union.

The Credit Union is the owner of the Debit Card. It may restrict use of the card

or may terminate this agreement and the member's right to use the Debit Card at any time without notice. Upon the Credit Union's request, the member will return the Debit Card to the Credit Union.

The Card is for the member's sole use and the Member will use the Card only for the purposes of obtaining Member Card Services. Creative Arts may change the types of use that are permitted. The fact that a Card has been issued to the Member 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.

The Member will not deposit any coins, non-negotiable items or anything not acceptable for deposit into an Account into any automated teller machine, and will pay to Creative Arts any damages, costs, or losses suffered by Creative Arts as a result of such deposit.

Online Services

Member use of *MemberDirect* Internet banking or automated telephone banking services at the Credit Union shall be on an "as-is" and "as available" basis. The Credit Union offers these electronic services to enhance the accessibility of the Credit Union to its members. However, the provision of electronic banking services is dependent on communication lines and other third-party equipment and services. The member(s) will not hold the Credit Union liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever arising from the provision or failure to provide Internet banking or automated telephone banking services, or the malfunction or failure to operate of any software or equipment for any reason.

The member(s) agree(s) to maintain the confidentiality of his/her/their personal access code(s) for Internet banking and will under no circumstances disclose it/them to any other person. The member will not keep a physical record of the personal access code or other passwords unless the record is in a form indecipherable to others.

The Credit Union may at any time without notice withdraw permission from a member to use Internet banking or the automated telephone banking service, or cancel or alter those services, without being liable for any loss arising from those actions. Links to other websites or references to products, services or publications other than those of the Credit Union do not imply the endorsement or approval of such websites, products, services or publications.

Since members can enroll for Internet banking or automated telephone banking online, no signature is required to make this agreement binding on the member(s) or the Credit Union. Use by the member(s) of his/her/their Debit Card(s), or Internet banking and/or automated telephone banking services, shall be deemed to be acceptance of the terms and conditions of this agreement. The member(s) acknowledge(s) that the Credit Union may add to or change the terms and conditions of this agreement from time to time. The Credit Union undertakes to give the member(s) at least 30 days' notice of any such additional or amended terms and conditions, which notice shall be effective three days after a notice is mailed or immediately upon being displayed on the log-in screen. Continued use by the member of the Debit Card and/or electronic services after the effective date of the new terms and conditions shall be deemed acceptance of those terms and conditions.