



**中国工商银行 (加拿大)**

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

## **Financial Services Terms and Conditions**

**October 2023**

## Table of Contents

1	Introduction .....	5
2	General Definitions .....	5
2.1	Interpretation .....	5
2.2	General Definitions .....	5
3	General Terms and Conditions .....	8
3.1	Use of Our Services .....	8
3.2	Waiver of Protest .....	8
3.3	Use of Agents.....	8
3.4	Access and Security .....	8
3.5	Charges and Fees .....	9
3.6	Demand for Information or Documentation.....	9
3.7	Costs and Legal Fees.....	9
3.8	Overdrafts (not Covered by Overdraft Protection) .....	9
3.9	Inactive/Dormant Account.....	10
3.10	Foreign Currency Transactions.....	10
3.11	Limits.....	10
3.12	Right to Set Off Debts .....	10
3.13	Electronic Communications .....	11
3.14	Protect Your Personal Information.....	11
3.15	Information Attestation .....	12
3.16	Credit Information .....	12
3.17	Tax Issues.....	12
3.18	Estates .....	12
3.19	Indemnity .....	12
3.20	Limitation of Our Liability.....	13

3.21	Your Liability.....	13
3.22	Amendments.....	15
3.23	Termination.....	15
3.24	Other Agreements.....	16
3.25	Confidentiality.....	16
3.26	Compliance with Laws.....	16
4	Personal Deposit Account Terms and Conditions.....	17
4.1	Deposit.....	17
4.2	Charges to Accounts.....	17
4.3	Debit Transactions.....	18
4.4	Care and Control of Instruments and Your Records.....	18
4.5	Digital Images.....	18
4.6	Stop Payment.....	19
4.7	Interest.....	19
4.8	Hold Funds Policy.....	19
4.9	Recordkeeping.....	19
4.10	Check Your Transaction Information.....	20
4.11	Freeze or Close Account.....	21
4.12	Adverse Claims.....	21
5	Cardholder and Electronic Financial Services Terms and Conditions.....	22
5.1	Security and Confidentiality.....	22
5.2	Use of the Card and Electronic Financial Services.....	23
5.3	Selection of your Electronic Signature.....	23
5.4	Accounts and Electronic Financial Services.....	23
5.5	Transaction Records.....	23
5.6	Foreign Currency Transactions.....	24
5.7	Lost or Stolen Card.....	24
5.8	Other Reporting Obligations.....	24
5.9	eMessenger.....	25
5.10	Contactless Payments.....	25

5.11	Third Party Disputes .....	25
6	Privacy Statement .....	26
6.1	What Personal Information Will the Bank Collect.....	26
6.2	Our Purposes in Collecting Your Personal Information.....	26
6.3	Your Consent .....	27
6.4	The Circumstances Where the Bank May Disclose Your Personal Information.....	27
6.5	The Accuracy and Retention of Personal Information.....	28
6.6	Protecting Your Personal Information .....	28
6.7	Bank Web Sites.....	29
6.8	Access to Your Personal Information.....	29
6.9	Resolving Your Privacy Concerns.....	30
7	Customer Complaint Resolution Procedures .....	30
8	Governing Law.....	32
9	Language .....	32

## 1 Introduction

The Financial Services Terms and Conditions (“the Terms”) form part of your financial services agreements with Industrial and Commercial Bank of China (Canada) (“the Bank” or “ICBK”), which contain the terms and conditions that apply to the Accounts you hold with us and any Services we provide to you. By opening the Account or using our Services, you agree to the Terms and you further agree that the Terms replace any previous versions of the Terms. It is important that you read and understand the Terms covering the Services you have chosen.

The Terms are binding on us, our successors and assigns. We may assign your Account, Services, and the Terms to any party without your consent. The Terms are also binding on you, your successors, permitted assigns and attorneys, on your heirs and legal representatives, including your executors and administrators, in Quebec, liquidators. You may not assign the Account or Services to any other party.

Please keep the Terms in a safe place with other important records. The current version of the Terms is available at our branches and online at [www.icbk.ca](http://www.icbk.ca). If you have any questions about our Services, any of your Accounts or the Terms, please contact your branch, call us at Customer Service Hot Line (1-877-779-5588) or refer to our website at [www.icbk.ca](http://www.icbk.ca). The Terms may cover more services than you may be using at this time. If you apply for additional accounts or services from us in the future, these Terms will also apply to those services and those services will be included in the Services.

## 2 General Definitions

In the Terms, “*You*”, “*your*” and “*yours*” refer to the customer and all of the customers on a joint Account. “*We*”, “*us*”, “*our*”, “*ICBK*” and “*the Bank*” refer individually and collectively to Industrial and Commercial Bank of China (Canada) and, if applicable, to any of our Canadian subsidiaries.

### 2.1 Interpretation

In the Terms, unless the context indicates a contrary intention: (i) words suggesting the singular include the plural and vice versa; (ii) headings used for sections are for ease of reference only and shall not affect the interpretation of these Terms; (iii) references to these Terms, or to any materials, documents, product or Service, including the Services, or to any law, guideline, policy, rule, standard, or directive or otherwise, are as the same may be amended, restated, supplemented or otherwise modified from time to time; (iv) use of the words “includes” or “including” means “including, without limitation,” and the term “such as” shall mean “such as, without limitation”; (v) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”; and (vi) references to sections are references to the sections in the Terms.

### 2.2 General Definitions

**ABM** - an automated banking machine.

**Account** - any account you have with us under the Bank’s financial services, including chequing account; savings account;

other deposit account; credit card or line of credit account.

**Assisted-Service** - transactions processed directly with the assistance of a staff member at any branch of the Bank or through our Electronic Financial Services.

**Available Balance** - the actual balance of funds in your Account plus the unused portion of any overdraft limit or line of credit associated with that Account, less funds being withheld by the Bank.

**Bill Payment Company** - a business, company, utility company or other party that has an arrangement with the Bank to be a payee of bill payments through the Service for which you have been registered by the Bank for branch or Electronic Financial Services bill payment access.

**Business Day** - any day other than Saturdays, Sundays or statutory holidays.

**Card** - a Debit Card or any other card that we may issue to you, your attorney/legal representative or guardian with a unique card number, to access your Account with or without, as applicable, a Written Signature or Electronic Signature.

**Cardholder** - the person who has a Card issued by the Bank.

**Card Not Present Transaction** - an online order, mail order, telephone order or other transaction (including payments and other funds transfers such as refunds) using the Card without the PIN.

**CVV2** - means a three-digit security code on the back of the Card, where applicable.

**Debit Card** - the Debit Card issued to you by the Bank, including any replacement Debit Card issued to you that has a unique card number associated with your Account(s). Debit Card shall also mean the unique card number itself.

**Debit Transaction** - a transaction that debits an Account conducted by any means of Account access, including but not limited to cheques, all withdrawals of funds, bill payments, Debit Card purchases, transfers of funds including Interac® e- Transfer and pre-authorized payments or debits and other charges or fees.

**Direct Payment** - payments (or other funds transfers, such as refunds) made with your Card that pay for goods or services at a Point-of-sale(POS) terminal.

**Electronic Financial Services** - the services that enable you to access your Accounts by using your Card, User Name or Electronic Signature, through the following:

- Telephone Banking;
- Online Banking;
- Mobile Banking;
- eMessenger;
- ABMs;
- Point-of-sale(POS) or other card terminals;
- Card Not Present Transactions;

All other electronic financial services.

**Electronic Signature** - each secret and confidential combination of numbers or letters, or security questions, selected by you; any digital certificate or security token issued by the Bank, for your use, as a means of confirming your identity and authorizing

transactions performed, and services accessed, by using your Card and Electronic Financial Services. Your Electronic Signature includes, but is not limited to, your PIN, Password, security questions or any other security codes such as access codes which allow you to access the Electronic Financial Services.

**Electronic Transaction** - transactions with respect to an Account, including deposits, withdrawals, transfers or payments (including bill payments and Direct Payments), stop payment instructions, and other transactions, Services or information with respect to an Account through Electronic Financial Services.

**eMessenger** - a message (including information about one or more of your Accounts which in turn may include your confidential information) that is sent electronically by us to you or by you to us, through the following channels:

- a message that is sent to your online banking inbox or posted in the Information Centre;
- an email message that is sent to an email address that you registered with us; or
- a notification/SMS that is sent to a mobile device that you registered with us.

**Information Centre** - a secure online place where the Bank will send messages to you that are accessible through Mobile Banking and Online Banking.

**Instrument** - a cheque, bank draft, money order or other bill of exchange, order for payment, promissory note, electronic debit or credit or other payment instruments, including pre-authorized deposits or debit payments, any image or reproduction of the foregoing.

**Machine** - any ABMs, terminals, Direct Payment terminals, telephones and other equipments you may use with your Card or User Name to access our Services. In addition to your Card or User Name, you must use an Electronic Signature with the Machine to access our Services.

**Mobile Banking** - means access to certain services, features, functionality, content and information that is available through a downloadable application that we offer to access the Services.

**Online Banking** - our online banking services that you may access via the Bank's website ([www.icbk.ca](http://www.icbk.ca)), which also include access offered through our Mobile Banking website.

**Password** - each personal identification word, number or combination of words and numbers that, together with a Card or User Name, provides you with access to your Accounts or Services.

**PIN** - the secret and confidential personal identification number associated with or attached to your Card.

**POS** - means a point of sale terminal where Direct Payments can be processed using your Card.

**Records** - your paperless transaction history, online statements, passbook, and paper statements.

**Service** - any Account or service covered under the Terms, that may be accessible with or without your Electronic Signature or Written Signature, including:

- making withdrawals from, deposits to, transfers between, or obtaining cash advances from your Accounts;
- any other transaction or service that we may provide to you from time to time; or
- use of our Electronic Financial Services.

**Telephone Banking** - the Services offered by the Bank that may be accessed via the telephone, and includes instructions given orally or through the use of an interactive voice response (IVR) system (such as pressing the number buttons on a touch

tone telephone).

**User Name** - your personal identification code that, together with your Electronic Signature, provides you with access to your Accounts or Services.

**Written Signature** - the written signature that you provide to authenticate yourself, and confirm receipt of, a transaction record for certain types of Direct Payments made using your Card.

### 3 General Terms and Conditions

The below general terms and conditions apply to all sections of the Terms.

#### 3.1 Use of Our Services

You agree not to use any of our Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Services. We may close your Account, or refuse to release funds in your Account without notice to you, including if required by law or at our discretion, if at any time you commit or we suspect you may have committed, fraud or any other illegal act, we determine that you pose an unacceptable level of legal, reputational or other risk to the Bank, you violate the terms of any applicable agreements, you use the Account for any improper or unlawful purposes, there is suspicious activity in the Account, or you operate the Account in any unsatisfactory manner.

#### 3.2 Waiver of Protest

You waive presentment, protest, notice of dishonor, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it had been duly presented, protested and notice of dishonor and protest had been given to all parties to it as provided by law. We may carry out any such formalities if, in our discretion, we consider it in either party's interest. We will not, in any circumstances, be responsible or liable for failure or omission to present, give notice, have protested or noted for protest of any Instrument.

#### 3.3 Use of Agents

We may use the services of any bank or agent as we deem advisable in connection with any of your Services. Such bank or agent is deemed to be your agent and we will not, in any circumstances, be responsible or liable to you by reason of any act or omission of such bank or agent, however caused, in the performance of such service or by reason of the loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in the possession of such bank or agent.

#### 3.4 Access and Security

You acknowledge that access to the Services may be provided by way of User Name and passwords, authentication devices or codes ("Access Device"). You understand that possession or knowledge of an Access Device by any person may result in that person being able to access the Services. You authorize us to provide the Service to anyone using the appropriate Access Device without further enquiry. You will be responsible for any use of the Service, whether authorized or unauthorized.

You agree that maintenance of the security of the Services (including the strict confidentiality of the Access Device) is your responsibility. You will not access or try to access restricted areas of our computer system, perform or try to perform functions



that are not authorized under the Terms. If we reasonably suspect that you are doing so or that you are using the Access Device or software in any inappropriate manner, we may, without notice, suspend your access to the Services.

### 3.5 Charges and Fees

Where applicable, we may charge, and you agree to pay, all service charges and fees from any of your Accounts for the Services that we provide to you at your request, which includes the following:

- (1) Transaction charges or fees set in our Schedule of Charges for the transactions for which your Account or Card have been used through banking services. The Schedule of Charges is provided in branches or at the Bank's website [www.icbk.ca](http://www.icbk.ca).
- (2) Transaction charges or fees imposed by other financial institutions (inside or outside Canada) for each transaction conducted through their ABMs or POSs in which your Account or Card has been used. You irrevocably authorize the Bank to debit any of your Accounts with us for such charges. You should contact other financial institutions for information on their transaction or service fees they charge for using their ABMs.

We may debit your Account for any applicable service charges in the currency of the Account or other currency if applicable. If you do not have enough money in your Account to cover the service charges, the charges will be debited from any other Account you have with us. Service charges are non-refundable, will be debited from your Account, identified with a descriptive message.

We may change service charges from time to time. If a charge applicable to your Account will be increased or a new charge will be introduced, a Notice of Changes will be sent to you if you receive a monthly account statement, at least 30 days in advance of the increase. If you do not receive a monthly account statement, we will consider that you have been provided with the notice when a Notice of Changes is provided through eMessenger, posted in our branches and online at [www.icbk.ca](http://www.icbk.ca) at least 60 days in advance of the effective date.

You acknowledge that your Accounts are also subject to all charges, fees set forth in the separate fee schedule and Account-level agreements if applicable.

### 3.6 Demand for Information or Documentation

You acknowledge that from time to time we may be required to respond to or comply with requests or demands for information or documentation regarding your Account or Services. You agree that we may charge you for the costs of our complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands or responding to any legal proceeding in which copies of your financial information or records are sought or required from us. The costs we may charge to your Account includes, but are not limited to, reasonable legal fees, third party service provider fees, fees for clerical time and copy charges.

### 3.7 Costs and Legal Fees

You will pay us for any cost to recover amounts that you owe us. These costs include legal fees on a solicitor and his own client basis as well as those reasonable counsel fees charged by or to us. If you fail to pay any such costs, they will be charged against your Accounts.

### 3.8 Overdrafts (not Covered by Overdraft Protection)

Unless you have a separate overdraft agreement with us, you agree that you do not have the right to overdraw your Account. If you create an overdraft, you must promptly repay the amount you overdraw, without notice from us. Service charges and costs may be charged to your Account even if charging such amount increases the amount of the overdraft in your Account.

We will charge you interest at the prevailing overdraft interest rate (as disclosed in our Schedule of Charges) on any amount overdrawn until you have repaid it in full. If we allow you to have an overdrawn Account, that must not be considered as permission to do it again.

### 3.9 Inactive/Dormant Account

Your Account will be designated as inactive if you have not made any contact with us (by way of withdrawal, deposit, Online or Mobile Banking transaction, excluding service charges or interest credits) ("contact with us") in any 12 months period. If you have not made any contact with us after 2 years, your Account will be designated as dormant.

We may charge inactive/dormant Account maintenance fees to any inactive/dormant Account. If there are insufficient funds in your Account to cover any such charges, we may close the Account without notice to you. Details of our charges and fees may be found at our branches or on our website.

If you have not made any contact with us regarding the Account during the previous 10 years, under federal law, your Account will be considered abandoned. The unclaimed balance in Canadian Dollars in your Account will be transferred to the Bank of Canada, which acts as custodian on behalf of the owner. There is a process for reclaiming those deposits by filing a claim with the Bank of Canada, please visit the Bank of Canada's website to find more details.

### 3.10 Foreign Currency Transactions

If an Instrument or transaction requires conversion of funds from one currency to another currency, unless otherwise agreed in writing by the Bank, we may convert the Instrument or funds to the applicable currency at the applicable currency conversion rate established for such purpose by the Bank in its discretion. We may debit any Account for the funds required for the conversion and for any related fees and charges. The Bank will not be responsible for any losses relating to foreign currency conversions, including those resulting from a change to the Bank's currency conversion rates between the dates an Instrument is converted by the Bank and the date the Instrument is delivered, received, processed, or returned. If a foreign currency transaction must be reversed, for any reason, you agree that you will be responsible for any loss or cost associated with the currency exchange and we may charge this loss or cost to your Account.

We are not responsible for the unavailability of funds due to foreign currency restrictions. Any claims we may have against you, and any service or other charges related to your Account, may be deducted from your Account.

Notwithstanding the above, any Instrument received for deposit to your Account in a currency other than that of the Account may be declined by us.

### 3.11 Limits

The Bank may establish one or more limits (dollar amounts or otherwise) for any Instruments drawn on your Accounts, use of the Card, Electronic Financial Services and on the various transactions which may be available through the Services. It is your responsibility to check and adhere to these limits. The Bank may at any time, in its discretion, without prior notice to you, change these limits for any reason, including in order processing any Instrument which would have exceeded a limit. You may request to lower the limits if those limits do not correspond to your usage expectations and present a level of unwanted risk for you.

### 3.12 Right to Set Off Debts

We can apply a positive (credit) balance in any of your Accounts with us against any indebtedness, obligation or liability, contingent or otherwise, you may owe to us. We can set off these balances in any manner we consider necessary. We may do so without first giving you notice, unless we have specifically agreed otherwise. This right is in addition to any rights that we may have at common law with respect to set-off or consolidation of Accounts.

### 3.13 Electronic Communications

Any electronic communication between you and us will take place according to the provisions of this section. Electronic Communication means any communication of instructions by telephone, wire or other method of telecommunication or electronic transmission, including a facsimile transmission or personal computer.

Unless we are required by law to communicate with you in another way, we may, at our option, send you disclosure, notices and other messages electronically through any method we choose, including to a designated facsimile number, an email address, or a mobile device number you provided; through online banking or mobile banking.

You need to register with us before using Electronic Communications. We will tell you what kinds of instructions we will accept. We may tell you that we are willing to accept faxes (communications transmitted by facsimile) at designated facsimile numbers. We may tell you that we are willing to accept text (SMS or other messaging apps) instructions for Electronic Transactions using a mobile device.

You authorize us to accept without further verification, even under certain situations we may verify, and you agree to be responsible for, instructions for Electronic Transactions transmitted to us by Electronic Communications. Fax instructions are Assisted-Services and fees may be charged if not covered by your bank plan. We will consider any Electronic Communication received from you or in your name to be duly authorized by you. You authorize us to rely and act on any such communication. If the communication is by facsimile transmission, we will be entitled to act upon any signature purporting to be your signature. If we try to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (though we are not obligated to do so) and are unable to do so to our satisfaction, we may delay in acting on or refuse to act on such instructions.

We may, at your request, forward to you copies of any statements, Instruments or other documents by Electronic Communications from time to time. We do our best to provide Electronic Communication in a timely manner and with accurate information. You agree that we will not be liable for any of the following:

- (1) Any delays, failure to deliver, or misdirected delivery;
- (2) For any errors in the contents of the communications; and
- (3) For any actions taken or not taken by you or any third party in reliance on the electronic communication.

For our mutual protection, we may record all telephone calls that relate to the instructions or use of the Electronic Communication. You agree that our records regarding any Electronic Communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Our records will be conclusive proof of the information contained in such Electronic Communications.

### 3.14 Protect Your Personal Information

The Bank is committed to respecting the privacy and the confidentiality of your personal information. Our Privacy Statement (see Section 6 "Privacy Statement") informs you of our policy and practices concerning the collection, use and disclosure of your personal information. You consent to the collection, use and sharing of your personal Information as described in our Privacy Statement.

If you request products, Accounts or Services that may generate interest or other investment income, we will ask for your Social Insurance Number (SIN) for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your

SIN for other products or Services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

### 3.15 Information Attestation

You agree that all information that you have provided to us, including but not limited to your residency, postal address, telephone number or email address, is accurate and complete. You are responsible to advise us of any changes to the above information, including your contact information and address. If you do not, your last known address will be your current address for any purpose under the Terms. If we are unable to deliver any communication or any communication is returned, we may stop attempting to communicate with you and suspend Services until we receive accurate contact information. We reserve the right to request from you updated information and/or additional supporting document. You agree to supply the information as required from time to time, keeping your personal information current.

### 3.16 Credit Information

If you apply for a loan, credit (including a credit card), or other lending product, you consent to us conducting a credit check. You agree that we may exchange information and reports about you with credit reporting agencies and/or other lenders at the time of and during the application process, and on an ongoing basis to review and verify your credit worthiness, establish credit and hold limits, help us to collect a debt or enforce an obligation you owe to us, or manage and assess our risks. You also agree that we may from time to time disclose your information to other lenders and credit reporting agencies requesting such information, which helps to establish your credit history and supports the credit granting and processing functions in general. We may report any improper or unauthorized activity that is in any way connected with your Account to any credit reporting agency. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

### 3.17 Tax Issues

If you hold products, Accounts or Services that may generate interest or other investment income, in accordance with the *Income Tax Act* (Canada), we will report the revenue earned by you to the Canada Revenue Agency. We may charge any of your Accounts with the amount of any applicable taxes which are your responsibility, unless you provide us with a tax exemption certificate.

### 3.18 Estates

We may rely on a properly appointed legal representative who is acting for you. After your death, we will deal with your legal representative. Your representative must first provide us with the proper legal documents (e.g. a certified copy of the death certificate and any other required documents) before we release the balance of the Account. If more than one of you signed the joint Account agreement and any one of you dies, please refer to our Joint Account Agreement for details. If there is any conflict between the Terms and Joint Account Agreement, the terms of Joint Account Agreement prevail.

### 3.19 Indemnity

In consideration of the Bank providing you with the Accounts and Services, you, your successors, assigns, and legal representatives agree to indemnify and save harmless us and each of our directors, officers, employees, custodians, subcontractors, agents or its affiliates from and against all costs, losses, expenses, damages, liabilities, claims and actions whether directly or indirectly incurred, sustained or suffered by us or you, or that may be brought against us by any third party, regulatory authority, or government authority, and that may in any way arise out of or be connected with the Terms.

You will reimburse us for, and indemnify us against, all claims and demands that may be paid by us or made against us in respect of providing or not providing such Services to you and from all costs, losses, expenses and charges, including legal fees, that we may incur as a result of any such claims and demands.

If we are entitled to and make any claim under this indemnity, we may pay the claim from your Account. If there are not sufficient funds in your Account, you agree to pay the amount of the claim and we may apply monies held for you in any other Account with us or any affiliate, including joint Accounts, to eliminate or reduce such claim.

### 3.20 Limitation of Our Liability

You agree that we are not responsible or liable for confirming the accuracy and completeness of any information provided by you and are not responsible for any discrepancies between cheque numbers, serial numbers, amounts, payee names and other information provided. We will not be liable for any forged or unauthorized endorsement on, or any alteration of, a cheque drawn on your account.

We will under no circumstances be held liable to you if access to your Account(s) or Services is not available in the desired manner for reasons including, but not limited to natural calamities, legal restraints, fault in the telecommunication network or network failure, error, malfunction, delay or inaccessibility of any Machine, system or equipment, or any other reason beyond the control of the Bank.

We are not liable to you for any loss or damages whatsoever caused to you or any third party, whether such damages are direct, indirect, incidental, consequential, special, aggravated, punitive or exemplary; irrespective of whether any claim is based on loss of profits, loss of revenue, interruption of business, inconvenience, any foreseeable or unforeseeable loss resulting directly or indirectly out of your use of the Account(s) or Services, even if the Bank has been advised of or should have been aware of the possibility of such loss or damages.

We will not be responsible or liable for any delay, damage, loss or inconvenience you or any other person may incur or experience if any eMessenger you requested is delayed, inaccurate or not delivered, lost or intercepted, reviewed, altered or deleted by a third party.

We will not be responsible or liable for the release of any information about you before you notify us in accordance with Section 5.7 "Lost or Stolen Card" and 5.8 "Other Reporting Obligations" of the Terms of the theft or loss of your Card or a mobile device that you registered with us for Electronic Financial Services, or if the confidentiality of your Card number or Electronic Signature is compromised.

We will not be responsible or liable for any loss or damages you may incur in using any software or assistance from third parties that we may make available to you.

Our liability is subject to the limitations set forth in this section and in any other section of the Terms. The limitations apply to any act or omission of the Bank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law.

### 3.21 Your Liability

Careless handling of your Account, Card or mobile device that you registered with us, or Electronic Signature can result in serious financial losses. Except as provided in the Section 5.1 "Security and Confidentiality", Section 5.7 "Lost or Stolen Card" and Section 5.8 "Other Reporting Obligations", you are liable for all obligations, debts and liabilities incurred under the terms and conditions, for the full amount of all activity resulting from the authorized use of your account or Electronic Signature by any person. You authorize transactions by:

- (1) using any combination of Card, User Name, or Electronic Signature to access an Account or Service;
- (2) providing your Card, Cardholder name, Card expiry date, CVV2(or other security code) to a merchant or other third party to complete a Card Not Present Transaction;
- (3) your Card being used for a tap transaction at a participating merchant; or
- (4) authorizing anyone else to do (1), (2), or (3) above.

You are liable and responsible if:

- (1) you fail to comply with your obligations as described in Section 5.1 "Security and Confidentiality", Section 5.7 "Lost or Stolen Card" or 5.8 "Other Reporting Obligations", or you did not otherwise take reasonable steps that could have prevented the loss;
- (2) you make any error, or worthless or fraudulent use of an Account or Service;
- (3) you voluntarily allow another person to use your computer, mobile device or tablet if you use that computer, mobile device or tablet to access your Account or the Services;
- (4) any other unauthorized use of the Account or Services to which you have contributed and is not otherwise exempt under a provision of the Terms; and
- (5) any other failure by you to comply with the Terms.

You may be liable for all losses from unauthorized use of your Account if you:

- (1) contribute to or benefit from the unauthorized use;
- (2) use an Electronic Signature combination selected from your name, telephone number, date of birth, address, or Social Insurance Number;
- (3) disclose your Card number, Electronic Signature or other personal information to any other person, including, without limitation, any person pretending to be the Bank;
- (4) do not use reasonable care to safeguard your Card or Electronic Signature;
- (5) do not keep your Electronic Signature separate from your Card;
- (6) share with other person a mobile device that you registered with us for Account or Services; or
- (7) do not comply with your reporting obligations in Section 5.7 "Lost or Stolen Card" and 5.8 "Other Reporting Obligations" of the Terms unless there were exceptional circumstances for your failure to do so.

In those cases, your liability may exceed the actual or available funds in an Account, your credit limit or any daily transaction limits. In other words, your liability will not be limited by your Account balance, your credit limit or any daily transaction limits.

You are not liable for losses resulting from:

- (1) unauthorized transactions after you have notified us that your Card or Electronic Signature have been misused, lost or stolen; or your Electronic Signature has been reported to us as compromised;
- (2) unauthorized transactions after the Card is cancelled or expired; and
- (3) transactions completed through Accounts or Services where it can be shown that you have been the victim of fraud,

theft, trickery, force or intimidation provided that i) you notify us promptly of the incident, and ii) you have not contributed to the loss, and iii) you must cooperate and assist in any investigation that we initiate into the unauthorized use you reported to us. This cooperation may include filing a report with law enforcement authorities.

Except as expressly agreed in writing between you and the Bank, you will ensure that no transaction is effected through an ABM or a POS or otherwise which would result in a negative balance in any of your Accounts and you will indemnify the Bank against all liability and loss arising out of such transactions.

The Card provided to you is the property of the Bank and you must return the Card to the Bank upon request of the Bank. Your insolvency, bankruptcy or death shall constitute an automatic revocation of the privileges associated with the Card and the Electronic Signature and the Bank may seize and retain the Card. Withdrawal of your privileges for any reason shall not relieve you of any obligation under the Terms.

All security now or hereafter held by the Bank in respect of any indebtedness of the cardholder to the Bank shall also be security for any and all indebtedness of the Cardholder arising hereunder, and the Bank shall be entitled at any time, without notice, to apply such security against the Cardholder's indebtedness hereunder.

When you install, use or travel with any software from other companies we may make available to you in connection with any Electronic Financial Services, it is solely your responsibility to comply with the provisions of any agreements, licenses and other legal or technical documentation provided by such other companies in connection with the software, and with the legal requirements of any relevant jurisdiction. Unless you are a lawful, licensed user of such software, we may be unable to provide you with the Electronic Financial Services that require such software.

Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this section, you understand that the liability is in addition to any liability for those transactions that you have under any credit agreements and other banking agreements that apply to your Accounts.

### 3.22 Amendments

We may, either permanently or temporarily, add or change any of the Terms, or replace the Terms with another one, from time to time. We will notify you that we are making changes on the Terms, in any of the following ways:

- (1) including a message to any statement that we may mail to you, at your last address in our records;
- (2) including a notice in your online monthly statement;
- (3) displaying a notice prominently at our branches; or
- (4) posting a notice on our website or through Online Banking/Mobile Banking.

The revised or replaced Terms shall be effective once we have provided such notice. Your continued use of a Service acknowledges that you agree to and accept the revised Terms as modified or replaced. You also agree to check our website [www.icbk.ca](http://www.icbk.ca) from time to time for updates to these Terms. Even if you have not used a Service within 30 days of receiving the modified or replaced Terms, unless you close your Account or otherwise terminate the Services, you shall be deemed to have agreed to the Terms, as modified or replaced.

If any provision of the Terms is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of any term of the Terms will be effective unless in writing.

### 3.23 Termination

The Bank may at any time, cancel or restrict the use of your Account, Card or Electronic Financial Services, or may vary the

whole or any part of the Services we offer to you without notice to you. We may terminate any Service or remove any Account from participation in any Service, or close any Account, without notice if:

- (1) you default on any obligation under the Terms or on any other agreement or Instrument with us;
- (2) we are served with any demand, attachment, garnishment or other order that requires us to pay any funds that we would have otherwise paid or advanced to you or on your behalf, or a receiver or receiver manager is appointed for any of your property, or you are bankrupt or insolvent, or any proceeding is commenced by or against you under any bankruptcy, insolvency or winding up statute; or
- (3) we reasonably believe that there has been or may be improper, unauthorized or unlawful use of a Card, an Account or a Service.

If you wish to end a Service, the Terms applicable to such Service will only end when all of the following conditions have been met:

- (1) you pay us any amounts owing under the Service; and
- (2) neither we nor you have any obligations to the other under the Service.

If the Terms are terminated, all Services are automatically terminated. If any Service is terminated, the Terms will remain in effect for all other Services covered by these terms. Upon termination of a Service, you will cease to use the Service and we will cease to perform any Service transactions and we may recall any instructions given to third parties. You will remain responsible to us for any indebtedness or liability including outstanding charges owed to us despite termination and the closing of any Accounts in relation thereto. After termination or closing of any Accounts by us, any net funds remaining on deposit may be paid to you or to your legal representative and the Bank will have no further liability in respect of such funds.

### 3.24 Other Agreements

The Terms are to be read by you together with any other agreement governing the Services and/or Account or terms pertaining to other banking products, and any amendment, terms, conditions or disclaimers subsequently communicated to you from time to time. The Terms do not replace any other agreement relating to your Services and/or Accounts. If there is a conflict between the Terms and other agreements of the Bank, other agreements of the particular products and Services apply when you use the particular product and Service.

In particular, the Credit Card or Prepaid Card Cardholder Agreement, Line of Credit Agreement, or other credit agreements apply when you apply any of the credit accounts with us.

### 3.25 Confidentiality

You will keep confidential all information concerning us which may be made known to you solely as a result of using any Service which is not generally available to the public. You will not release any such confidential information without our prior written consent.

### 3.26 Compliance with Laws

You acknowledge that all Instruments will be issued and paid and all transactions will be processed in accordance with applicable laws and regulations, the rules of Payment Canada and any foreign clearing associations, Interac®, Exchange® and any other payment card network, and with any self-regulatory codes adopted by us.

You certify that you have complied and will continue to comply with all applicable laws (including any laws relating to economic



sanctions, money laundering, currency and remittance controls) in connection with the money sent to the Bank by you or on your behalf.

## 4 Personal Deposit Account Terms and Conditions

You agree that the personal deposit Accounts you open with us will be used for your personal banking needs only. If you use your Account for the purpose of carrying on a business or an enterprise, we reserve the rights to charge you business banking service charges and close the Account.

### 4.1 Deposit

You may deposit funds to your Account at any of our branches that provide Assisted-Service, by direct deposit, electronic transfer, electronic presentations of cheques or other Instruments, or in any manner acceptable to us from time to time.

All Instruments deposited must be payable to you or to bearer. You authorize us to endorse in your name any Instrument deposited without endorsement. That endorsement shall have the same validity as if made by you. We may not accept third-party Instruments which bear a prior endorsement for deposit.

Instruments deposited will be credited to your Account subject to the final payment and the "Hold Funds Policy" described in Section 4.8 below. We undertake reasonable diligence to collect such Instruments but shall not be responsible for any delay, notice, or failure to collect them. You agree to allow us enough time to make sure the Instrument has been cleared before you can withdraw the amount of the Instrument.

We can apply direct deposits to your Account. However, we cannot be responsible for the type or amount of the deposit, or any delay in applying or failing to apply the deposit. We may debit your Account for the amount of any deposits for which we are not fully reimbursed. You are responsible for notifying us of any change in direct deposit instructions to anyone who makes direct deposits to your Account.

We may accept Instrument from you on a collection basis. The funds will be deposited to your Account only if and when payment for the Instrument has been received by us from the other financial institution. We may charge a fee for Instrument sent on collection, and the other financial institution may also charge associated fees.

### 4.2 Charges to Accounts

Where applicable, we may charge for our Services and debit your Accounts at any time with the following:

- (1) for instruments drawn on accounts: the amount of any Instrument payable by you at any of our branches or agencies;
- (2) unpaid instruments: the amount of any Instrument cashed or negotiated by us for you or credited to your Account(s) (whether by means of deposits made by you or by payments received for you through electronic or other means) for which payment is not received by us on a final irrevocable basis, or is reversed, in whole or in part, and whether or not such nonpayment or reversal complies with the rules of the Canadian Payments Association or other clearing organization for any reason (whether or not such Instruments were drawn on other accounts with us), and with the amount of any other of your indebtedness or liability to us and with any expenses incurred by us in connection with

paying of a dishonored or unpaid Instrument. Notwithstanding such charging, all rights and remedies of us against all parties are preserved. No charging of unpaid Instruments shall be deemed to be payment of such Instruments;

- (3) lost or stolen instruments: the amount of any Instrument received by us for your Account(s) by way of deposit, discount, collection or otherwise if it is lost or stolen or otherwise disappears by any cause whatsoever other than our gross negligence;
- (4) for account operation and services: any reasonable service charges and fees for the operation of the Account(s) and for any Services or any Bank plan which you subscribe for and we may provide from time to time;
- (5) amounts deposited in error: any amount deposited to your Account(s) in error by us (you acknowledge that you do not acquire rights to funds deposited into your Account(s) in error merely by virtue of the fact that such deposit has been made, regardless of the length of time the funds remain in the Account(s); and
- (6) taxes: all amounts collectible by the Bank as tax on the supply, sale or other provision of our Services.

If sufficient funds are not available in your Account(s) for the foregoing, you agree to pay and will be liable to us for any such amounts owed including any overdraft, together with interest thereon at the interest rate charged by us from time to time for overdrafts.

### 4.3 Debit Transactions

You may make withdrawals at ABMs or at our branches by providing your Debit Card or any additional identification which we may ask you to present at our discretion. There is a limit to the amount of money that you are able to withdraw at ABMs or at our branches. We may require you to give us several days notice before you make a withdrawal. We may reject cheques or other payment items that do not comply with all applicable by-laws, rules, regulations, and standards of the Bank or Payment Canada. You may arrange with another party to have payments withdrawn from your Account and sent directly to them on a regular basis with our Pre-authorized Debit services. You can transfer funds from your Account at any of our branches or through our Electronic Financial Services. You can arrange us to transfer funds between your Accounts with us, or from your Account to another Canadian financial institution, on a regular basis with our Pre-authorized Transfer Service. You can also make payments to other parties using the various payment Services we offer from time to time.

### 4.4 Care and Control of Instruments and Your Records

You are responsible for the care and control of your Instruments and Records. You must maintain your Instruments and your Records safely at all times. You agree to notify us immediately upon becoming aware that your Instruments or your Records are lost or have been stolen. Your Instruments are for your use only. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect them.

You are in the best position to discover a forged or unauthorized Instrument, or a material alteration to an Instrument drawn by you. All transactions with your Instruments will be reflected in your Account, even if you did not perform or authorize the transaction. You are responsible for all use, including any forgery, of your Instruments, and we will have no responsibility for such use, unless you prove that you took reasonable precautions to protect them and that you exercised reasonable care in examining your Records. You agree to notify the Bank in writing of any unauthorized or forged Instruments or material alteration immediately upon becoming aware of them.

### 4.5 Digital Images

Digital images or electronic representations of Instruments (including copies of same) may be made or captured and used as if it were the original paper Instrument, including in the exchange and clearing of payments in Canada and other jurisdictions.

Original paper Instruments may be destroyed and not returned to you. The Bank is entitled to act on any such image or representation for all purposes as if it were an original paper Instrument. The Bank and other financial institutions may reject any Instrument that does not comply with their respective policies, procedures, or guidelines or applicable laws. If Instruments are printed by a vendor that is not approved by the Bank, or security features are used or an Instrument is made out in a manner that causes critical data to disappear or be obscured upon imaging, you agree to bear the risk of any loss, damage or expense. Copies of images of Instruments (including digital or electronic representations) may be provided to you before they are posted to an Account or the Bank has determined whether the Instrument will be honoured or accepted. Such copies of images of Instruments are made available by the Bank as a Service to you, and the provision of copies of images of Instruments does not mean that a transaction has been processed or in any way obliges the Bank to honour or accept the Instruments.

#### 4.6 Stop Payment

If it has not already been paid, you may ask us to stop payment of a cheque or pre-authorized payment drawn on any of your Accounts. You must tell us the exact amount of the item, cheque number, if applicable, date of item, payee and the full Account number on which it is drawn for us to be able to enter a stop payment. If the information you give us is not correct, if you do not give us other reasonable information requested about the item, or if the payment was final and irrevocable, we will not be responsible if we are not able to affect the stop payment. Any stop payment request you make for any pre-authorized debits should be in addition to, and not in lieu of, a cancellation notice you provide to a payee. We are not able to stop payment on any Instrument which has already been presented for payment to us or which has been certified by us and we are not able to reverse any previously requested stop payment if the Instrument has already been dishonored. You acknowledge that a stop payment request may expire on the earlier of a date that is six months from the date of the initial stop payment request or six months from the date of a cheque, if known and provided by you.

#### 4.7 Interest

Deposit interest is credited to your account in the same currency as the Account currency type. The interest rates, manner of calculating interest, time of payment of interest, and manner of determining the interest rate are subject to change from time to time without prior notice. Up-to-date information on interest rates and terms are available at our branch, or through our website or Electronic Financial Services. If you have an interest-bearing Account, you may not receive interest when your balance falls below a certain level. For information concerning interest on your Accounts, including the manner of calculation and payment of interest, refer to our interest disclosure document available at our branches and online at [www.icbk.ca](http://www.icbk.ca).

#### 4.8 Hold Funds Policy

You agree to the Hold Funds Policy set out in the document available in our branches and on our website [www.icbk.ca](http://www.icbk.ca). Our Hold Funds Policy applies to funds you deposit by cheque, money orders, bank drafts or other Instruments. We may hold the funds for the time periods outlined in the Hold Fund Policy before they are available to you for withdrawal. In certain circumstances the hold funds period may be longer than the duration prescribed under the Hold Fund Policy due to causes beyond the control of the Bank. We may refuse to accept any Instruments if we have reason to believe that the deposit is being made for illegal or fraudulent purposes.

A hold provides no guarantee that a cheque or other non-cash deposit will not be returned unpaid after the hold period has expired. If a cheque or other non-cash deposit is returned to us unpaid for any reason at any time, either during or after the expiry of the applicable hold period, we have the right to charge the amount of the cheque or non-cash deposit to your Account.

#### 4.9 Recordkeeping

You will select whether to receive a statement of your Account or access transaction information through an electronic method

as permitted by us. The options and associated obligations are as follows:

**Paper Statements:** If you have selected "Paper Statements" as your recordkeeping option, subject to certain service fee, your statements will be mailed to the most recent address you have provided to us. All statements of your Account(s) will be deemed to have been delivered to you if sent by mail to your most recent address contained in the records of the Bank. You agree to advise us promptly if you have not received your Account statement within 10 days of the date upon which you would normally receive it. If the paper statements for your Account(s) have been returned to us as undeliverable, your paper statements will cease until you provide us with a current mailing address. You will remain responsible for reviewing your Account activity and the Bank's messages through other available means during any period when you have not received a statement.

**Online Statement:** If you have selected "Online Statements" as your record-keeping option, you will receive electronic statements through online banking or mobile banking. If you wish to retain a permanent copy of your online statements, you should print them or save them in electronic format from online banking. Copies of your Account statements are also available at any branch subject to service fee. You will also be able to review your transaction history by calling Customer Service Hot Line, or at any branch of the Bank.

**Passbook:** If your current record-keeping option is "Passbook", you will need to visit a branch to pick up a passbook for use with your Account. You agree to update your passbook at least every 30 days by visiting a branch of the Bank. If you change from "Passbook" to any other recordkeeping option, the passbook update function will be discontinued and passbook updates will no longer be available for your Account.

**Account Inactivity:** If you have selected "Paper Statements" as your record-keeping option and there is no debit, credit transactions in your statement period, we will only provide you a statement online and suspend your paper statement for the month. Instead, we will send you a paper monthly statement of June and December every year to reflect your account information.

#### 4.10 Check Your Transaction Information

You will promptly and carefully review your transaction records to verify your Account transactions, fees, and all entries posted on your Account. If you believe there are any errors, omissions, or unauthorized transactions, you will notify us in writing within the below applicable "Notice Period":

- (1) if you receive a paper statement or online statement, within 30 days of the statement date; or
- (2) if you have a passbook, within 30 days of the transaction date.

If we do not receive any written notice of errors or omissions from you within the applicable Notice Period, you are deemed to have knowledge of and have accepted the Account transaction information, fees and all entries posted on your Account, and the Account balances, as valid and correct, and you will not be entitled to be credited with any amount that does not appear in the Account transaction information as shown in your Records. We will be released from:

- (1) any claim with respect to any and every transaction, fee, entry or Instrument on or in the Records; and
- (2) any other claim in connection with your Account, including claims for negligence, conversion, breach of trust, breach of fiduciary duty or breach of contract.

The notice period and release applies even if your record is delayed, you have not received it, or you have failed to review your Account transaction information in whatever form, whether Paper Statements, Online Statements, by calling Customer Service Hot Line, or at a branch.

At any time, we may correct any amount added to your Account by mistake, or any amount charged to your Account as a

result of a forged or unauthorized endorsement of the payee of an Instrument drawn on your Account. You must notify us in writing of any forged or unauthorized endorsement on any Instrument as soon as you discover it.

#### 4.11 Freeze or Close Account

The Bank may restrict your ability to use your Account or freeze your Account without notice if:

- (1) required by law;
- (2) at any time we have grounds to believe that there is any suspicious, illegal, or possible fraudulent or unauthorized Account activity regarding your Account;
- (3) your Account is operated in a manner that is unsatisfactory to the Bank, including by a third party whom we suspect is engaged in financial abuse;
- (4) you breach the terms of any agreement applicable to your Account;
- (5) if we believe that a legitimate claim is made by a third party against funds in your Account; or
- (6) we otherwise have any grounds to restrict your use of your Account, or to freeze your Account.

The Bank may at any time, without notice to you, close your Accounts, at our discretion, including for reasons of actual or suspected fraud or illegality, inaction on the Account or breach of your obligations under any agreement between us and you.

If we close your account, we will remit the funds, less any applicable service charges, to the latest address shown in our records. If the Account is closed by you within 90 days of opening, a service fee will be charged to the Account before the balance of the Account is mailed to you.

#### 4.12 Adverse Claims

If any person or entity makes a claim against funds in any of your accounts; or if we believe that a conflict exists between or among any of the account holder or that there is a dispute over matters such as the ownership of any of your accounts, we may, without liability to you or any other person including any of your account holders, take one or more of the following actions:

- (1) continue to rely on our records to determine the ownership of the account, the identity of the account holder or signatories on the account;
- (2) honour the claim upon receipt of evidence satisfactory to us to justify such claim;
- (3) place a hold on all or a part of the funds in the account in accordance with Section 4.8 "Hold Funds Policy" until the dispute is resolved to our satisfaction;
- (4) close any of your accounts;
- (5) make such inquiries and perform such searches at your expense as we deem necessary; or
- (6) pay the funds into an appropriate court.

## 5 Cardholder and Electronic Financial Services Terms and Conditions

The following are the terms and conditions that apply when you use your Card or any Electronic Financial Service. By using the Card or the Electronic Financial Services you will be deemed to have read and accepted these terms and conditions.

### 5.1 Security and Confidentiality

Protecting the security of your Card and your Electronic Signature is important. You are responsible for the care and control of your Card, Electronic Signature and any computer, mobile device or tablet that you use to access an Electronic Financial Services. You must keep your Card, Electronic Signature confidential and take every reasonable precaution to maintain them safely. This includes, but is not limited to:

- (1) keeping the Card in your possession and not letting anyone else use it;
- (2) keeping the Card in your sight and taking the Card and transaction record (when applicable), once a transaction at a POS or ABM is complete;
- (3) keeping your Electronic Signature confidential and memorizing it or, if you must write it down, keep it separate from your Card at all times so that they cannot be used together by others;
- (4) avoiding your Electronic Signature that is a combination selected from your name, date of birth, telephone number(s), bank Account number(s), address or social insurance number which may be easily determined by others;
- (5) taking all reasonable precautions to ensure that no one else sees or learns of your Electronic Signature when using the Electronic Financial Services;
- (6) always signing out or logging out of an Online Banking or Mobile Banking session using the applicable sign out or log out function;
- (7) not leaving your computer or mobile device unattended while signed in to Online Banking or Mobile Banking;
- (8) not voluntarily disclosing your Electronic Signature to anyone else at any time, including any family member, friend, law enforcement agency, or financial institution employee;
- (9) not consenting to or allowing someone else to forge your Written Signature;
- (10) not storing your Electronic Signatures on your computer or mobile device; and
- (11) not using any third party password generators.

Your Card, User Name and Electronic Signature must only be used in connection with Services you are certain come from us (or our subsidiaries or authorized service providers), including our Online Banking, Mobile Banking, Telephone Banking, and other Electronic Financial Services we may offer. We encourage you to be cautious of emails, web sites, online services, callers or other parties pretending to be the Bank (or a subsidiary) and ask for this information or purport to bring together, summarize or consolidate your financial data and other information that is currently available to you online, such as the balances and transactions history on your accounts, credit cards, or investment accounts. We caution you that there are many web sites offering account consolidation or aggregation services that are not related to us and that giving your Electronic Signature or Card number to these web sites may expose you to losses from an Account or theft of your personal information for which we will not be responsible. Only trust our genuine web site or telephone system and operators.

## 5.2 Use of the Card and Electronic Financial Services

You will use the Card and Electronic Financial Services in accordance with the Terms or as we may otherwise communicate to you from time to time. You will not use the Card and Electronic Financial Service for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of the Card and Electronic Financial Service, or cause harm to or threaten to harm any other user of the Card and Electronic Financial Services.

You may not use your Card before the valid from date or after the expiry date shown on it. You may be required to activate your Card before it can be used. We may issue a renewal Card when your current Card expires or replace it with a different card type if your Card is discontinued for any reason.

You can access your designated Accounts in branch by presenting your Card or your passbook together with your Electronic Signature or other identification as we may reasonably require. If you do not have a Card, you will need sufficient identification to enable the branch to verify your identity and your home branch may need to be contacted to facilitate the transaction.

You can access the Electronic Financial Services by using your Card and your Electronic Signature, or Written Signature where applicable. You may also use your Card without the Electronic Signature or Written Signature for Card Not Present Transactions at participating merchants. You will have the same rights and responsibilities for transactions that do not require an Electronic Signature or Written Signature as you would have had using your Card and Electronic Signature or Written Signature. You authorize the Bank to accept your instructions given through the Electronic Financial Services as if you had given the instructions to us duly signed and in writing.

## 5.3 Selection of your Electronic Signature

You will be issued a temporary Electronic Signature for some Electronic Financial Services when the Service is set up for you. You agree to change this Electronic Signature when you first use the Service.

- (1) Customer Selected PIN: you may select a PIN for use at the Bank's or any Exchange® Network's ABMs or chip card terminals at our branch when your Card is issued, or at any other time.
- (2) PIN Mailer: a system-generated PIN for ABM or POS terminal use may be provided by us to you. This PIN is generated in a secure environment and printed on a tamper-proof form so that when you open it, you will be the only person to have knowledge of this PIN. If we send you a PIN, you will destroy the document on which it is printed.

## 5.4 Accounts and Electronic Financial Services

You may choose, where applicable, which Electronic Financial Services you wish to access through your Card or your Electronic Signature. You acknowledge that you may designate Accounts you wish to link to your Card for access at ABMs or POS terminals. You further acknowledge that you may add or remove Accounts you wish to link to your Online Banking, Mobile Banking or Telephone Banking by visiting a branch or by yourself through Online Banking from time to time.

## 5.5 Transaction Records

You will be provided a transaction record at an ABM, POS or other payment terminals, unless otherwise requested, for your convenience to enable you to check your Account entries, or you will be provided with a reference number. If your Card is used for a Direct Payment or Card Not Present Transaction, a third party, such as a merchant, may provide you with a transaction record.

The Bank's own records will be conclusive evidence of your communications to us and of your Electronic Transactions. Any transaction record you receive, or any transaction confirmation number supplied, is meant only to help you with your record

keeping. Our records as to whether an Electronic Financial Service or branch transaction has been performed, and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within 30 days of the date of a disputed transaction.

Transactions completed through an Electronic Financial Service may be credited or debited to your Account on a date determined by us. This date may be different than the date on which you used the Electronic Financial Service.

## 5.6 Foreign Currency Transactions

We may permit transactions in a currency different from that of your bank Account. You may use your Debit Card to access your Accounts for the following foreign currency transactions:

- (1) Direct Payments at a designated POS that is outside of Canada;
- (2) Card Not Present Transactions through authorized merchants that are located outside of Canada; and
- (3) Cash withdrawals from designated ABMs that are outside of Canada.

When you use your Debit Card to make a purchase, withdrawal or payment in a currency other than Canadian Dollars at an ABM or POS with China UnionPay® system symbol outside Canada and China, the foreign currency will be converted to Canadian Dollars.

When you use your Debit Card to make a withdrawal or payment in China, your CNY sub-account will be debited. In the case when your CNY sub-account has insufficient balance, the Bank will transfer the fund needed from your CAD sub-account to your CNY sub-account automatically without any notice to you. Prevailing exchange rates will apply. All Debit Card Cardholders with both CAD and CNY sub-accounts will be automatically enrolled in the Auto Fund Transfer service described above. We may refuse a debit transaction if the transaction would overdraw your Account.

The exchange rate at the time of settlement may be different from the exchange rate in effect on the transaction date. Foreign currency transactions may be subject to some foreign currency transaction fees as prescribed in our Schedule of Charges.

## 5.7 Lost or Stolen Card

You agree to notify us immediately by visiting the nearest branch or by contacting us at our Customer Service Hot Line: 1-877-779-5588, in the event that:

- (1) your Card is, or you suspect that it is, lost or stolen;
- (2) someone else has, or you suspect that someone else has, used your Card, Electronic Signature or forged your Written Signature;
- (3) your Card or Electronic Signature has, or you suspect that it has, become known to someone else or has otherwise been compromised.

If possible, in addition to notifying us, you should change your Electronic Signature. For example, you may change the PIN at the nearest branch or at an ABMs which provides this functionality.

## 5.8 Other Reporting Obligations

You must notify us within 24 hours of learning of any of the following:

- (1) that unauthorized use of Electronic Financial Services may be occurring; or



- (2) the loss, theft, or misuse of a mobile device that you registered with us for Electronic Financial Services.
- (3) a situation where you have been the victim of trickery, force, intimidation or theft.

## 5.9 eMessenger

- (1) You are responsible for ensuring that the email address or cell phone number you provide to us for the purpose of receiving eMessenger are accurate and up to date at all times. Any email address or cell phone number provided for the purpose of receiving the eMessenger is used only for that purpose and does not change the email address, cell phone number or telephone number that we will use for any other purpose. You agree that we are not liable to you for any loss or claim that may arise as a result of the eMessenger sent to you. We cannot guarantee the timing of delivery of the eMessenger due to multiple third party involvement.
- (2) If you register for eMessenger, and you dispose of your mobile device, you are responsible for notifying us of the change, and deleting the device as a delivery method for eMessenger.
- (3) You are responsible for all fees charged by your internet service provider or mobile device service provider including standard messaging and data charges. If you cancel your cell phone number or change your email address, you are responsible for deleting all eMessenger delivered to that cell phone number or email address. The eMessenger may not be available for use outside of Canada.

## 5.10 Contactless Payments

Some Cards may allow you to make contactless or PIN-less transactions by tapping your Card where contactless payments, such as Interac Flash® are accepted in Canada. Per-transaction and cumulative limits will apply. Upon request, this feature can be deactivated.

## 5.11 Third Party Disputes

We will not be responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from Bill Payment Companies, merchants or others using Electronic Financial Services. All disputes between you and a Bill Payment Company, merchant or others, including your rights to compensation or any offset rights (set-off), shall be settled directly by you with the vendor involved. We do not verify, nor are we required to verify, that any purpose for which the

payment is made has been fulfilled by the Bill Payment Company as a condition of honouring your payment request on your Account.

For all Debit Card related disputes or claims, the Bank will investigate the transaction with the related parties; a determination regarding any reimbursement will stem from the investigation. The Bank will respond to you within 10 business days. We may require a signed written statement during the course of the investigation. Or, where appropriate, we may require a signed affidavit from you, which may result in a temporary suspension of the 10 day time limit, until the requested information is received by the Bank.

No funds or only partial funds will be reimbursed if our investigation determines that on the balance of probabilities, you contributed to or benefited from the unauthorized use of your Card and Electronic Financial Services. If we cannot settle the complaint in your favour, you will be informed of the reasons for the Bank's position in the matter.

If a problem with a Card transaction or Electronic Financial Services transaction is not resolved to your satisfaction or you have not received a response to a claim of an unauthorized transaction within the time period, please refer to Section 5 "Customer Complaints Resolution" of this document.

The Bank voluntarily adheres to the *Canadian Code of Practice for Consumer Debit Card Services* and commit to maintaining or exceeding the level of consumer protection it establishes. For information about the Code, you can visit the Financial Consumer Agency of Canada website at [fcac-acfc.gc.ca](http://fcac-acfc.gc.ca).

## 6 Privacy Statement

Industrial and Commercial Bank of China (Canada) ("we", "us", "our" or "the Bank") is committed to respecting your privacy and the confidentiality of your personal information. We have prepared this Privacy Statement to inform you of our policy and practices concerning the collection, use and disclosure of personal information.

From time to time, we may make changes to this Privacy Statement. The Privacy Statement is current as of the "last revised" date which appears at the top of this page. We will treat personal information (as defined below) in a manner consistent with the Privacy Statement under which it was collected, unless we have your consent to treat it differently. This Privacy Statement applies to any information we collect or receive about you, from any source.

### 6.1 What Personal Information Will the Bank Collect

"Personal information" means any information, recorded in any form, about an identified individual or an individual whose identity may be reasonably inferred or determined from such information. The Bank, in the course of its activities, will collect your personal information, which may include your:

- (1) Identification information, such as name, home address, telephone, personal email address, date of birth, social insurance number (SIN), and marital status;
- (2) Employment information, such as salary, job title;
- (3) Financial information, such as assets held;
- (4) If you choose to use the Bank's QR Code application, information required to enable you to use our Bank's QR Code application, such as card number, transaction amount, transaction date, time and location; and
- (5) Other information necessary for the Bank's purposes, which will be collected with your consent in the course of your relationship with the Bank, or as otherwise permitted or required by law.

The personal information we ask for will depend upon which product or service you may obtain.

### 6.2 Our Purposes in Collecting Your Personal Information

If you seek to or have acquired a product or service from us, the Bank will collect, use and may disclose your personal information for the purposes of:

- (1) Understanding your needs and determining the suitability of particular financial products or services for you, including creating and maintaining the credit scoring models about you;
- (2) Determining your eligibility for financial products and services, including identifying you, assessing your applications and conducting initial and periodic credit checks on you;

- (3) Providing you with the relevant financial product, service or information, including information about promotions or other opportunities in which clients or others may be interested;
- (4) Where circumstances require, collecting amounts outstanding from you and those providing security for you;
- (5) Protecting against fraud;
- (6) Meeting our legal and regulatory requirements, including reporting requirements or
- (7) Such other purposes for which you provide your consent, from time to time.

The personal information we ask for will depend upon which product or service you may obtain. The Bank does not sell, trade, barter, exchange or disclose for consideration any personal information it has obtained. Unless permitted or required by law, no personal information is collected, used or disclosed by the Bank, without first obtaining the consent of the individual to the collection, use and disclosure of that information.

Personal information will be collected, to the extent possible, directly from the individual concerned. The Bank may collect from, use and disclose to external sources, including references you have provided, credit bureaus, personal information agents, law enforcement representatives, private investigators, and other groups or companies where collection is necessary for the purposes described above. For example, we need to know your credit worthiness for credit products and we may contact other lenders or credit bureaus to obtain information on your credit history. We may also contact employers or other personal references to verify the information you have given us. We will not do this without your consent.

Except with parental or guardian consent, the Bank does not knowingly collect personal information from anyone under age of 13 and will delete any such information if we discover that it has been provided by a person under that age without the consent of a parent or guardian.

### 6.3 Your Consent

We obtain your consent by fair and lawful means. We generally obtain your consent prior to collecting, and in any case, prior to using or disclosing your personal information for any purpose, except where consent is not required by applicable law. You may provide your consent to us either orally, electronically or in writing. The form of consent that we seek, including whether it is express or implied, will largely depend on the sensitivity of the personal information and the reasonable expectations you might have in the circumstances.

In most cases, you are free to refuse or withdraw your consent at any time. The withdrawal of consent for the Bank's use of personal information for the purpose of providing information about other services will not affect the Bank's ability to provide financial products or services to you. You may do so by contacting the branch where your account is held. Unfortunately, some services can only be offered if you provide certain personal information to the Bank and, if you choose to refuse or withdraw consent for the Bank to use that information, we may not be able to offer you those services. To withdraw your consent, if applicable, contact the Privacy Officer using the contact information provided below.

### 6.4 The Circumstances Where the Bank May Disclose Your Personal Information

The Bank may disclose your personal information to organizations:

- (1) Involved in providing, managing or administering financial products or services to you such as loyalty and affinity program partners, mortgage insurers and our advisers;

- (2) Who are your appointed attorneys or agents;
- (3) Involved in
  - a) a corporate re-organization of the Bank;
  - b) a transfer of all or part of the assets or business of the Bank;
  - c) the payments system including financial institutions, merchants and payment organizations;
- (4) Which are your representatives including your legal advisers;
- (5) Such other purposes for which you provide your consent, from time to time; or
- (6) Such other purposes as are permitted or required by law.

We generally identify to whom, and for what purposes, we disclose your personal information, at the time we collect such information from you and obtain your consent to such disclosure.

We may also transfer your personal information to our third party service providers where such third parties are assisting us with permitted purposes, and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with the same standards set out in this policy. Whenever we engage a service provider, we require that its privacy and security standards adhere to this policy and Canadian privacy legislation.

Where obliged or permitted to disclose information without consent, the Bank will not disclose more information than is required.

Some of these uses and disclosures of personal information may occur in a variety of international jurisdictions. For example storage and processing of personal information may take place outside of Canada. As a result, the governments, courts, or law enforcement or regulatory agencies in those countries may be able to obtain disclosure of your information through local applicable laws.

## 6.5 The Accuracy and Retention of Personal Information

We take reasonable steps to ensure that your personal information is kept as accurate, complete and up-to-date as possible. We will not routinely update your personal information, unless such a process is necessary. We expect you, from time to time, to supply us with written updates to your personal information, when required.

We keep your personal information only as long as it is required for to fulfill the purposes which it was collected. The length of time we retain information varies, depending on the product or service and the nature of the information. This period may extend beyond the end of your relationship with us but it will be only for so long as it is necessary for us to have sufficient information to respond to any legal issues that may arise at a later date. When your personal information is no longer required for the Bank's purposes, we have procedures to securely destroy, delete, erase or convert it into an anonymous form. We reserve the right to use such anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent.

Currently, the principal places in which the Bank holds personal information are in the cities in which it operates or nearby municipalities where off-site storage facilities are located.

## 6.6 Protecting Your Personal Information

The Bank endeavours to maintain appropriate physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, or unauthorized access, disclosure, or modification of personal information.

The Bank further protects personal information by restricting access to it to those employees, contractors and agents that the management of the Bank has determined need to know that information in order that we may provide our products, services or information.

The Bank shall ensure that any contractors and agents, which perform services on behalf of the Bank or that who may receive personal information in the course of assisting the Bank as part of our delivery of services to our clients, agree to use and disclose such personal information solely for the purposes indicated by the Bank and, with respect to that information, to act in a manner consistent with the relevant principles articulated in this Policy Statement.

If any employee of the Bank misuses personal information, this will be considered as a serious offence for which disciplinary action may be taken, up to and including termination of employment. If any individual or organization misuses personal information – provided for the purpose of providing services to or for the Bank - this will be considered a serious issue for which action may be taken, up to and including termination of any agreement between the Bank and that individual or organization.

We audit our procedures and security measures from time to time to ensure that they remain effective and appropriate.

## 6.7 Bank Web Sites

The Bank provides clients with access to public web sites and restricted access to sub-sites to provide electronic banking services. In the course of your use of these sites, the Bank may collect information directly from you via e-mail or by on-line submission.

Our web servers also may track general information about visitors such as domain name and time of visit. The Bank's web servers also collect and aggregate information regarding which pages are being accessed as well as information volunteered by visitors through online surveys or subscriptions to electronic newsletters. This information is used internally, only in aggregate form, to better serve visitors by helping us to:

- (1) Manage our web sites;
- (2) Diagnose any technical problems; and
- (3) Improve the content of our web sites

The Bank's web sites use cookies only for session management purposes. These cookies expire when the session is closed. You should be aware that if you set your browser to disable cookies, you may not be able to access services offered by the Bank.

## 6.8 Access to Your Personal Information

You have the right to request access to your personal information held by us. Written requests should be submitted to the Privacy Officer using the contact information provided below. We will respond to all such written requests within a reasonable time and no later than 30 days following the request, except where otherwise permitted by law. We will advise you in writing if

we cannot meet your requests within this time limit.

At any time, you can challenge the accuracy or completeness of your personal information in our records. If you successfully demonstrate that your personal information in our records is inaccurate or incomplete, we will amend the personal information as required. Where appropriate, we will transmit the amended information to third parties having access to your personal information.

To guard against fraudulent or unauthorized requests for access, we may require you to provide sufficient identification to permit access to your personal information or to make corrections. Any such identifying information shall be used only for this purpose.

## 6.9 Resolving Your Privacy Concerns

We have procedures in place to receive and respond to complaints or inquiries about our handling of personal information, our compliance with this policy, and with applicable privacy laws. If you have any questions or concerns about the Bank's collection, use, management or disclosure of personal information, or this Privacy Statement, or if you would like to request access to or correction of your personal information in our control, please contact the Operation Officer or Manager of the branch where your account is held.

If your concerns remain unresolved, you may contact the Privacy Officer of the Bank at:

Bay Adelaide Centre, West Tower,  
Unit 3710, 333 Bay Street,  
Toronto, ON M5H 2R2  
Fax: 416-607-2000  
Email: [complaint@icbk.ca](mailto:complaint@icbk.ca)

If after contacting us, you do not feel that we have adequately addressed your concerns, you may contact:

The Office of the Privacy Commissioner of Canada,  
30 Victoria Street,  
Gatineau, Quebec K1A 1H3  
Tel: 1-800-282-1376  
819-994-5444  
Fax: 819-994-5424  
Website: [www.priv.gc.ca](http://www.priv.gc.ca)

## 7 Customer Complaint Resolution Procedures

Industrial and Commercial Bank of China (Canada) (the "Bank") is committed to providing customers with the best customer service experience and treating all complaints in a fair, timely, and consistent manner. If our service does not meet your expectations, take the following steps to quickly and effectively resolve your complaint:

### **Step 1: Branch**

Speak with a Bank representative at the Branch: a bank teller, personal banking representative or customer service representative. Many complaints can be resolved at this level and this is the quickest and easiest way to resolve your complaint.

**Email:** [info@icbk.ca](mailto:info@icbk.ca)

**Branch:** [www.icbk.ca/EN/AboutUs/EmailUs/Branches/default.htm](http://www.icbk.ca/EN/AboutUs/EmailUs/Branches/default.htm)

### **Step 2: Business Unit Head**

If you're not satisfied with the resolution to your complaint in Step 1, ask the person you're dealing with in Step 1 to escalate the complaint to the relevant Business Unit Head on your behalf. These individuals have the authority to resolve the majority of complaints. Your complaint will automatically escalate to a Business Unit Head if it is not resolved within 14 days.

### **Step 3: Complaints Officer**

If you're not satisfied with the resolution to your complaint in Step 2, you can escalate your complaint to the Bank's Complaints Officer. The Complaints Officer is not an independent dispute resolution service. The Complaints Officer completes an objective and unbiased investigation of unresolved complaints. Escalations must be in writing. The Complaints Officer can be reached:

**Email:** [complaint@icbk.ca](mailto:complaint@icbk.ca)

**Mail:** Industrial and Commercial Bank of China (Canada), 333 Bay Street, Ste 3710, Toronto ON M5H 2R2

### **Step 4: External Agencies**

There are independent agencies that monitor Canada's financial institutions or help consumers and financial institutions to solve consumer related issues. You can contact them if you're not satisfied with the resolution offered after completing Steps 1 to 3.

#### **• Ombudsman for Banking Services and Investments ("OBSI")**

The OBSI is an impartial, independent organization whose purpose is to review your complaint if you do not accept the Complaints Officer's decision, or after 56 days have passed since you raised your complaint in Step 1. If you choose to contact OBSI, you must ensure that you do so within 180 calendar days from the date you received a response from the Bank's Complaints Officer. OBSI services are free to consumers.

**Website:** [www.obsi.ca](http://www.obsi.ca)

**Phone:** 1-888-451-4519

**TTY:** 1-855-TTY-OBSI (1-855-889-6274)

**By Fax:** 1-888-422-2865

**Email:** [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

**Mail:** 20 Queen Street West, Suite 2400, PO Box 8, Toronto, ON M5H 3R3

#### **• Financial Consumer Agency of Canada ("FCAC")**

The FCAC is a federal regulatory institution that educates financial services consumers, ensures that federally regulated financial institutions comply with federal consumer protection laws and regulations, and monitors financial institutions' compliance with their voluntary codes of conduct and public commitments. The FCAC determines the nature of the complaint and, when there is a breach of the law, it takes action to ensure compliance by the financial institution. The FCAC does not provide personal redress.

**Website:** [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**Phone:** 1-866-461-3222 (English), 1-866-461-2232 (French)

**Mail:** 427 Laurier Avenue West, 6th Floor, Ottawa, ON K1R 1B9

## 8 Governing Law

The Terms are governed by and interpreted in accordance with the laws of the province or territory where the branch of Account is located and the applicable laws of Canada. You agree to submit to and be bound by those laws and the courts of that province/territory in the event of any dispute, suit, action or proceeding arising out of or relating to the Terms, against you or any of your assets. Any judgment we obtain will not affect your obligations under the Terms. Any rights and remedies set out in the Terms do not affect any other rights or remedies that the Bank may have at common law or otherwise.

## 9 Language

The party(ies) to the Terms has/have expressly requested that this document and all related documents including notices, be drawn up in English language. Les parties ont expressément demandé que ce contrat et tout document s'y affèrent, y compris tout avis, soient rédigé uniquement en anglaise.