

PRIVACY AND OPERATION OF ACCOUNT AGREEMENT

PRIVACY AND CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

I hereby apply for membership in BAY CREDIT UNION LIMITED (hereinafter called the "Credit Union") and tender in cash the amount required by the By-laws of the Credit Union to pay for membership shares.

In consideration of the Credit Union admitting me into membership and agreeing to continue to provide financial services to me, I hereby agree to the following:

1. I acknowledge and understand that, from time to time,
 - a. You may collect credit and other financially-related information (including information related to my transactions) about me ("Personal Information") from me, from service arrangements I have made with you or through you with your Networking Affiliates, from credit-reporting agencies, and other financial institutions, and from references I have provided to you;
 - b. You may use this Personal Information as follows:
 - i. **to give to credit reporting agencies and other financial institutions and, with my consent, to other parties,**
 - ii. to determine my financial situation;
 - iii. to determine my suitability for initial and/or continued membership in the credit union;
 - iv. to provide me with the services I request from you, and
 - v. to give it to anyone who works with or for you, but only as needed for providing the services I request from you.

You may also use my social insurance number for income tax reporting purposes if I have given that number to you; and

- c. You may also use this Personal Information for the following purposes:
 - i. to promote your services to me and add it to member lists you prepare and use for this purpose;
 - ii. to measure and assess the level of my patronage with the credit union and my relative contribution to its financial performance;
 - iii. to share it with your Networking Affiliates (where this is not prohibited by law) so that they may promote their services to me; and
 - iv. to transfer it to another financial institution that has proposed to purchase me loan(s) and/or mortgage(s) from you, for the purpose of allowing that financial institution to evaluate the proposal, and to the purchaser if the sale is concluded, for all of the purposes of a financial institution in administering said loans and/or mortgages

You may also use my social insurance number as an aid to identify me with credit reporting agencies and other financial institutions for credit history file matching purposes. I acknowledge that I am not required to provide that number to you for these purposes.

2. **I may tell you to stop using my Personal Information in the ways described in sub-section 1(c) at any time by contacting the credit union Privacy Officer.**

Contact: MISTY MILLER

Phone: (807) 345-7612

You acknowledge that the use of personal Information in the ways described in subsection 1(c) is at my option and that I will not be refused credit or other services just because I have told you to stop using it in those ways.

In this Agreement/Application, your "Networking Affiliates" include any company or business with which you have a business relationship and which is engaged in the business of providing any one or more of the following services to the public in Canada: deposits, loans and other financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; insurance services.

3. If I cease to be a member of your credit union or any account Agreement I may have with you terminates, you may keep the Personal Information in your records so long as it is needed for the purposes described in subsection 1(b) above.
4. **I consent to you obtaining, and accept this document as prior written notice to me of your intention to obtain, an initial credit report or other Personal Information about me for the purposes outlined above, and subsequent credit reports and other personal information thereafter from time to time to update information obtained earlier, to monitor my compliance with on-going conditions for credit granted to me, and for collection purposes.**
5. I understand that if I submit a credit application to you, a Personal Information file containing credit and other personal information will be created to evaluate my credit application and to continue monitoring my credit status, and for the purposes I have consented to above. Only those employees of you and your Networking Affiliates whose job functions involve assessment of creditworthiness, credit applications, monitoring, processing of payments and matters related to the purposes consented to above, will have access to my file. If I wish to consult my file or make corrections to it I may do so by written request to the Privacy Officer at the following address:

Branch Address: 142 S. Algoma Street, Thunder Bay, ON P7B 3B8

6. I consent to and authorize you, your Networking Affiliates, service providers and others you may designate, to monitor and/or record my telephone conversations with any of your or their representatives, but only for the purpose of helping you to ensure quality service to members of the Credit Union.
7. If accepted into membership, I agree to conform to the Credit Union's By-laws in force from time to time, which are available on request.

OPERATION OF ACCOUNT AGREEMENT

IN CONSIDERATION OF THE CREDIT UNION dealing with or continuing to deal with the undersigned (hereinafter called the "Member") in the way of its business as a Financial Institution, the Member agrees with the Credit Union that the operation of the account shall be subject to the terms and conditions set out below:

WAIVER OF PROTEST

1. Subject to any specific instructions given to the Credit Union in writing by the Member,
 - a. The Member hereby waives in favour of the Credit Union every presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques, orders for payment of money, securities, coupons, notes (all or any of which are hereinafter called "Instruments" or "Instrument" as the case may be) drawn, made, accepted or endorsed by the member, now or hereafter delivered to the Credit Union or any branch thereof for any purpose whatsoever and the Member shall be liable to the credit Union in respect thereof as if presentment notice of dishonour and protest had been duly made or given; and
 - b. if the Credit Union should consider it in the best interests of the Member or the Credit Union that any Instrument should be noted or protested because of any endorsement other than that of the Member, or for any other reason, then, at the discretion of any officer of the Credit Union, the Instrument may be noted or protested accordingly, but the Credit union shall not be liable to the Member for any failure or omission to note or protest any such Instrument.

USE OF AGENTS

2. The Credit union may use the services of any bank, credit union or agent as it may deem advisable in connection with its function as a Depository Business Agent of the Member. Such bank, credit union or agent is deemed to be the agent of the member and the Credit union will not, in any circumstances, be responsible or liable to the Member by reason of any act or omission of such bank, credit union or agent, however caused, in the performance of such services, 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, credit union or agent.

ASSIGNMENT OF CLAIM

3. The Member hereby transfers and assigns to the Credit Union all claims of the member against the drawees of all and any Instruments discounted or deposited with the Credit Union, and in the event of any such Instrument being refused acceptance, the member hereby authorizes the Credit Union to take at any time, in the name of the member, any proceedings for the collection of the amount of such unaccepted Instruments as the Credit Union may see fit.

AUTHORITY TO CHARGE ACCOUNTS

4.
 - a. The Credit Union may charge the account of the Member with the amount of any Instrument drawn by the member on any branch or agency of the Credit Union.
 - b. The Member shall pay the Credit Union forthwith after demand therefore any indebtedness or liability to the credit Union in connection with or arising out of the operation of any account of the Member together with interest thereon as agreed.
 - c. The Credit Union may charge against the account of the Member the amount of any Instrument cashed or negotiated by the Member for the Member or credited to the Member's account for which payment is not received by the credit Union. Any expenses incurred by the Credit Union in connection with a dishonoured or unpaid Instrument may be charged to the Member's account.
 - d. Should any Instrument received by the Credit Union for the account of the Member by way of deposit, discount, collection or otherwise be lost or stolen or otherwise disappear from any cause whatsoever, other than negligence on the part of the Credit Union, the Credit Union may charge the account of the Member with the amount of such Instrument and the member agrees to pay the same.

The Credit Union may make a reasonable service charge against the account of the member for the operation of the account, and may debit the account from time to time with the amount of such charge. A list of the Credit Union's current service charges is available at every branch of the Credit Union, on request.

USE OF CHEQUES

5. The Member will draw encoded cheques only on the account for which the cheques are encoded. The Credit Union will not be liable, in any circumstances, for any loss or damage arising from the refusal by the Credit Union to certify or honour a cheque drawn by the member on an account other than the account for which the cheque is encoded.

INFORMATION STORAGE

6.
 - a. All information relating to the account of the member may be recorded or stored by the Credit union in such forms and by means of such devices as the Credit Union may see fit. The Credit Union is under no obligation to retain original documents, instruments or vouchers other than those belonging to or entrusted to the Credit Union by the Member.
 - b. The Credit Union may use the services of any electronic data processing service bureau or organization in connection with keeping any account of the Member. The Credit Union shall not be liable to the Member by reason of any act or omission of such service bureau or organization in the performance of the services required of it.

VERIFICATION OF ACCOUNT

7.
 - a. Upon the receipt from the Credit Union of a statement of the Member's account together with cheques and other vouchers (if applicable) for amounts charged to the account appearing therein, the Member will examine the account and check the credit and debit entries with the information provided and, within thirty days of the delivery thereof to the member or, if the Member has instructed the Credit union to mail the said statement and cheques and vouchers, within thirty days of the mailing thereof to the Member, will notify the Credit Union of any errors irregularities or omissions therein or therefrom; and at the expiration of the said thirty days (except as to any errors, irregularities or omissions of which the Credit Union has been so notified) it shall be conclusively settled as between the Credit Union and the Member that such statement and the amount of the balance shown thereon is correct and the said cheques and vouchers are genuine and properly chargeable to and charged against the Member's account and that the member was not entitled to be credited with any sum not credited in the said statement. The term "statement" shall include passbook where applicable.
 - b. Nothing herein contained shall preclude the Member from later objecting to any unauthorized or forged endorsement of the payee provided notice in writing is given to the credit Union forthwith after the member has acquired knowledge thereof.

MAILING OF VOUCHERS

8. The Member instructs the Credit Union to provide to the member a record of the account for amounts charges to the said account periodically either by personal use of a passbook or by statement distributed by mail or email recording the account information on a monthly, quarterly or previously determined timeframe. These instructions will continue in force until contrary instructions in writing are received by the credit Union from the member. The Member will advise the credit Union promptly if the recorded information has not been provided within ten days of the date of which it is normally received.

STAMPED OR PRINTED ENDORSEMENTS

9. The Member, having adopted a rubber stamped and/or a printed endorsement, authorizes the Credit Union to accept an impression of the said stamp or other similar stamp or the printed endorsement as a sufficient endorsement by THE Member of all Instruments deposited to the credit of the account of t he Member at the Credit Union or which may from time to time be pledged as collateral security by the Member or discounted by the credit Union for the account of the Member. The Member shall be bound by all such stamped or printed endorsements as amply and effectually as if such endorsements were written by or with the authority of the Member; and the Member shall hold the Credit Union at all times fully indemnified from all claims and demands in respect of all Instruments bearing such stamped or printed endorsements, whether by reason of such stamped or printed endorsements having been made without authority or otherwise.

INTERPRETATION

10. The expression "the account" or "the member's account" used in this Agreement shall mean the account of the Member upon or against which the instrument is drawn, cashed or negotiated, but, if there should be insufficient funds in the said account to pay such Instrument or to pay any charges which the Credit Union is authorized to charge under the provisions of this Agreement, then the said expression shall mean any other account which the member may have at any branch or agency of the credit Union and the credit Union is authorized to charge such account with the amount of such Instrument or of such charges.
11. In construing this Agreement, the word "Member" and "you, your and yours" shall be binding on as agreeing with the substitution. If there is more than one Member, their obligations shall be joint and several. All rights to the Credit Union hereunder shall endure to the benefit of its successors or assigns; and all obligations of the member shall bind their heirs, executors and administrators and their successors and assigns

THE AGREEMENT

The Applicant(s) and the Credit Union, hereby agree to be bound by the above terms of the described Privacy, Consent and Operation of Account Agreement

Signature of Applicant

Signature of Co-Applicant

Signature of Co-Applicant

Signature of Co-Applicant

Credit union Witness

Date