

ATM Card Services initiation and Deliver Agreement for Remote Accounts Opening

1. Purpose of the ATM Card

I will use the ATM Card (previously called **ATM Chip Card**) only for the purpose of obtaining services as agreed upon between me and TCTCU (Taiwanese Canadian Toronto Credit Union). On thirty days written notice, TCTCU may add or remove the uses that are permitted. The issuance of the ATM Card does not amount to a representation or a warranty that any particular type of services is available or shall be available at any time in the future. This Agreement, and the fact that I have the use of the ATM Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as approved by TCTCU.

2. Delivery

I will be informed by TCTCU when the Account is open by email or phone and ATM Card along with related legal disclosure and agreement attached will be posted mail out to my Designated mailing address within 3-5 business days. I will visit the nearest HSBC ATM machine or any Credit Unions ATM to change my PIN that TCTCU has set up a temporary PIN by email immediately or visit TCTCU branch in person.

3. Confidentiality and Personal Identification Number (PIN) and/or Passcode

My PIN is a secret and confidential personal identification number that enables my ATM Card to access my Account. I understand that TCTCU has only disclosed the initial PIN to me and to no one else. I will not select an obvious combination of digits for my new PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number) and will protect and maintain the confidentiality of my PIN at all times. I will never, under any circumstances, disclose the PIN to any other person. I will not use my PIN as my telephone or online access code. I will not keep a written record of the PIN, unless the written record is not carried next to the ATM Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

4. Contactless ATM Payments (Interac Flash†)

I acknowledge that my ATM Card may include Interac Flash contactless payment functionality. This contactless payment service allows me to perform a transaction using my ATM Card without entering my PIN. I understand that this service has been included in my ATM Card. I have to contact TCTCU to request have this service disabled if I wish not to have this service.

5. Withdrawals and Deposits

Unless I have made other arrangements with TCTCU, amounts credited to my Account as a result of deposits using the ATM Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers initiated using the ATM Card will be debited to my Account at the time they are made. I will not deposit any coins, worthless, counterfeit or fraudulent items to my Account into any automated teller machine, and will pay to TCTCU any damages, costs or losses suffered by TCTCU as a result of any such deposit.

6. Liability for Losses

Once I have requested and first used the ATM Card, except as expressly provided in this Agreement, I will be liable for all authorized and unauthorized uses of the ATM Card by any person up to my established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the ATM Card. However, in

the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received, and will be entitled to recover from TCTCU direct losses I may have suffered. I acknowledge that I will co-operate with TCTCU in any investigation. I will not be held responsible for losses that occur due to circumstances beyond my control providing there was nothing that I reasonably could have done to prevent the losses. TCTCU will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the ATM Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the ATM Card for a Point-of-Sale or eCommerce transaction (purchase using mobile phone or computer). I understand that I must not use my ATM Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

7. Lost or Stolen Card or Compromised PIN

If I become aware that the ATM Card is lost or stolen, or that the PIN has been made accessible to another person, I will notify TCTCU or its agent immediately, whereupon the ATM Card will be cancelled, the PIN changed. The instant such notice is received or when TCTCU is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the ATM Card will terminate, and I will be entitled to recover from TCTCU any further losses suffered by me by using the ATM Card.

8. Procedures for Addressing Unauthorized Transactions and other Transaction Problems

In the event of a problem with a ATM Card transaction, or unauthorized ATM Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to TCTCU and TCTCU will investigate and respond to the issue on a timely basis. TCTCU will not unreasonably restrict me from the use of any funds subject to dispute, if it is reasonably evident that I did not contribute to the problem or unauthorized transaction. TCTCU will respond to my report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN or Passcode. An extension of the 10-day limit may be necessary if TCTCU requires me to provide a written statement or affidavit to aid its investigation.

9. Dispute Resolution

If I am not satisfied with TCTCU's response, TCTCU will provide me, upon request, with the reasons for its findings. If I am still not satisfied, the issue will be referred to either TCTCU dispute resolution service or external mediator, as agreed upon between me and TCTCU. Neither TCTCU nor I will have the right to start court action until 30 days have passed since the issue was first raised TCTCU. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between me and the Merchant, and I will raise no defense or claim against TCTCU.

10. Service Fees

I acknowledge that I have been advised of, and will pay, the applicable service fees disclosed by TCTCU and in effect for services available under this Agreement. New or amended fees will only become effective 30 days after publication by TCTCU.

11. Foreign Currency Transactions

I acknowledge and understand that when I conduct transactions using the ATM Card in person or online, in a foreign currency, my debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction TCTU receives may ask TCTCU to pay a stipulated amount in U.S. dollars

("USD"), regardless of the original currency of my transaction. The transaction amount between TCTCU and me will be the amount of my transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more parties other than TCTCU (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that TCTCU does not set, and which may include revenue, commissions or fees of those Third Parties. As a result, the cost of currency conversion may not be known to me or to TCTCU or precisely determinable in advance or until the amount of the transaction is charged to my Account. More than one currency conversion may be completed by Third Parties before my transaction is processed by TCTCU.

The amount charged to my Account will be the USD value of the instruction received by TCTCU. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to my Account will be the amount of the USD instruction received by TCTCU, converted to Canadian dollars at TCTCU's sell rate for the purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by TCTCU, which may not be the same rate in effect when I conduct the transaction or when it is completed. Any fees or markup charged by TCTCU in addition to the conversion rate and fees charged by Third Parties must be disclosed by TCTCU as per the 'Fees' section of this Agreement.

12. Evidence of Transactions

A paper transaction record dispensed mechanically by using the ATM Card constitutes a record of my instructions. Whether such a transaction record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking my Account activity on a regular basis. In the absence of evidence to the contrary, the records of TCTCU are conclusive for all purposes, including litigation, in respect of any instructions given by me to TCTCU through the use of the ATM Card; the items deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the ATM Card; and any other matter or thing relating to the state of Accounts between me and TCTCU in respect of any electronic transaction.

13. Scope of Agreement

This Agreement applies to any Account specified herein and, as well, to any other Account designated by me from time to time for use in connection with the ATM Card.

14. Termination of Agreement

TCTCU remains the owner of the ATM Card. It may restrict the use of the ATM Card or may terminate this Agreement and my right to use the ATM Card, at any time without notice. I will return the ATM Card to TCTCU and remove any ATM Card token(s) associated with on request.

15. Cardholder Privacy

I acknowledge that TCTCU has policies to protect my privacy and that I may obtain those policies upon request. I hereby consent to use of my personal information by TCTCU and its affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if I have given or hereafter give express consent to the collection, use and further disclosure of my Personal Information by TCTCU in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. I may withdraw my consent at any time by contacting TCTCU's Privacy Officer.

16. Canadian Code of Practice for Consumer ATM Card Services and Code of Conduct for Credit and ATM Card Industry in Canada

I understand that the Credit Union system endorses and supports the voluntary Canadian Code of Practice for Consumer ATM Card Services as well as the Code of Conduct for the Credit and ATM Card Industry in Canada and that Credit Unions are guided by the principles of these Codes in administering the operation of ATM Card services. A copy of these Codes is available from my Credit Union upon request.

17. Interpretation and Definitions

This Agreement is intended to be interpreted in accordance with its plain English meaning. For the purposes of this Agreement, Point-of-Sale transaction means the use of the ATM Card to conduct a contact transaction with its associated PIN or a contactless transaction without the card's associated PIN or using a Mobile Device for purposes permitted by TCTCU, including but not limited to: (a) the transfer of funds from my Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant); (b) the transfer of funds from my Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money, or (c) the transfer of funds into my Account from an Account of a Merchant (e.g. a refund).

18. Receipt of Copy of Agreement

I acknowledge the receipt of a true copy of this Agreement or a previous version signed by me upon initiation of the PIN based ATM Card service that this Agreement does not require signature by TCTCU. This Agreement may be amended unilaterally by TCTCU upon thirty (30) days' notice and until the Agreement is terminated, the use or continued use of the ATM Card shall be conclusively deemed to be the acceptance of any amendments to this Agreement. I acknowledge that notice will be given to me in writing either by mail to my most recent address as shown on the Credit Union's records, by the Credit Union posting notice at its premises or on its website, by personal delivery, or by any other means TCTCU, acting responsibly, considers appropriate to bring the change to my attention. I also agree to keep this copy of this Agreement for my own records. I understand I may obtain a copy of any changes to the Agreement or the revised Agreement from TCTCU.