

Digital Banking Services Agreement

Last updated May 21, 2025

In exchange for Beem Credit Union (“us”, “we”, “our”) permitting you to use Online Banking, you agree as follows:

1. Definitions

- 1.1 **“Account”** means any of the accounts or subaccounts that you may have with us now or in the future.
- 1.2 **“Loss”** means any and all cost (including legal fees and expenses incurred), loss, damage, injury, inconvenience or delay of any nature or kind whatsoever, whether direct, indirect, special or consequential, including any fine, penalty or interest charges.
- 1.3 **“Mobile Device”** means any device that is a portable hand-held device or tablet, a mobile telephone or any other similar portable device that we may permit you to use to access Online Banking.
- 1.4 **“Online Banking”** means all of the services from time to time made available to you online via the Internet at our website or through our mobile banking applications, which are accessible by your use of any device you can use to access your Accounts, a Password and any other security code or measure that we may require.
- 1.5 **“PAC”** means the personal access code or word we provide you that you must use as your Password the first time you login into Online Banking.
- 1.6 **“Password”** means a PAC or other unique combination of numbers, letters or characters used with Online Banking to access an Account.
- 1.7 **“Personal Account and Services Agreement”** means the personal account and services agreement between you and us, a copy of which is available at [website](#).
- 1.8 **“Service Charges”** means all service charges and fees (including Transaction fees) for the Account, Online Banking and other services that we establish from time to time (as set out on our website, as amended from time to time).
- 1.9 **“Transaction”** means a deposit, withdrawal, transfer, debit, credit or other similar activity from or to the Accounts by any means, including through Online Banking.

2. Use of online banking

- 2.1 Unless access to an Account is restricted under the terms of this Agreement or the Personal Account and Services Agreement, you may use Online Banking to access any Account. You may conduct Transactions with respect to any such Account to the extent permitted under this Agreement or the Personal Account and Services Agreement. When using Online Banking, you will not be permitted to pay bills from, or transfer funds out of, any Account on which more than one signature is required to authorize a Transaction, unless we receive prior written authorization from all required signers. You agree to follow our instructions in effect from time to time with respect to the use of Online Banking.
- 2.2 When a Password is used to access Online Banking in order to conduct any Transaction, the authorization given at the time of the Transaction will be treated as if it was given by you in person, and you agree to be bound by each such Transaction. You irrevocably authorize and direct us to debit or credit, as the case may be, the amount of any Transaction to or from the Account(s) designated by you at the time of the Transaction, in accordance with our normal practices respecting the debiting or crediting of any Online Banking Transaction, which we may revise from time to time. You acknowledge and agree that when your Password is used to authorize a Transaction, you may not revoke or stop any such Transaction once the Transaction has been processed.
- 2.3 You agree not to conduct or try to conduct any Transaction that would result in a negative balance in any Account or would exceed the unused balance of any authorized overdraft protection or line of credit, if available. You will indemnify (pay) us for all liability or loss arising out of any such Transaction.

3. Limitations

- 3.1 You agree that Online Banking is available only on an “as is” and “as available” basis. The availability of Online Banking is dependent on telecommunications systems, computer hardware and software and other equipment, and we do not guarantee and are not obligated to provide continuous or uninterrupted access to Online Banking. We are not liable for any Loss that you may suffer in any way, even if you have advised of such consequences, arising from non-continuous or interrupted availability of Online Banking or the malfunction or failure of telecommunications systems, computer hardware or software or other equipment or other technical malfunctions or disturbances for any reason whatsoever.

4. Confidentiality of password

- 4.1 You agree that the PAC we provide to you is only intended to be used by you the first time you log into Online Banking. Once you have logged into Online Banking for the first time, you agree to change your Password for Online Banking from the PAC provided by us to a Password selected by you.
- 4.2 You agree to keep your Password (including your PAC) secret and to take all reasonable precautions to maintain its secrecy. You are responsible for memorizing your Password without writing it down or keeping a record of it. You will not select an obvious word or combination of digits for your Password (for example, address, card number, account number, telephone number, birth date or social insurance number) and you will not use your Password as your password for anything else. You can change your Password at any time and you should change it often (at least every four months), including when we tell you to. You acknowledge that anyone with access to your Password (including your PAC) may be able to access and conduct Transactions on your Account through Online Banking and that you will be responsible for such Transactions.
- 4.3 You agree to contact us right away and to change your Password if you suspect or become aware that anyone other than you knows or can use your Password. If you contact us as soon as possible and help us with any investigation, once we are satisfied that you have done what you are supposed to do to keep your Password secret and we confirm that you are the victim of fraud, theft or that you have been persuaded (coerced) by force or threats or intimidated, you will have the right to get back from us any direct Losses from the Account that happened after you provided us notice. We will not be considered to have received notice until we give you written acknowledgement of receipt of such notice

5. Accessing online banking from a mobile device

- 5.1 You may access Online Banking using compatible Mobile Devices only if you are first granted access by us. You agree that we may from time to time require you to register your Mobile Device through Online Banking or through our mobile banking application in order to allow access to Online Banking using your Mobile Device.
- 5.2 If you use a Mobile Device to access Online Banking, you agree and acknowledge that:
 - a) you may not have access to all Online Banking services, features, functionality, content or information (including notices, links, bills, statements and complete Transaction and Account information) and therefore must also access Online Banking through a means other than your Mobile Device on a regular basis to access such services, features, functionality, notices, content, information and Transaction Records;
 - b) you may not be able to access Online Banking from locations outside Canada;

- c) you must read all terms and conditions of use displayed each time you click on information icons and links. You agree that all such terms and conditions apply to your use of a Mobile Device to access Online Banking, in addition to the terms and conditions in this Agreement;
- d) you must not access Online Banking (including through a mobile banking application) on a Mobile Device or operating system that has been modified outside the vendor supported or warranted configurations or on a Mobile Device that you know or suspect has had its security or integrity compromised (including a Mobile Device that is jail-broken or rooted). You will be solely liable for any Losses incurred as a result of your use of a compromised Mobile Device to access Online Banking. You further acknowledge that you will properly maintain the security of your Mobile Device by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs. You will not allow other persons to store their biometrics on your Mobile Device. If you lose your Mobile Device, you will act promptly to prevent unauthorized use;
- e) wireless, Internet, mobile application providers and other phone and Mobile Device carrier charges may apply when using Mobile Devices and such payments are your sole responsibility. Fees charged by these third parties may be in addition to any Service Charges or other fees we may charge you now or in the future to access Online Banking using the Mobile Device; and
- f) if you intend to sell, give away or dispose of your Mobile Device, you must first delete our mobile banking applications from your Mobile Device.

6. Transaction verification and records

- 6.1 All Transactions are subject to verification and acceptance by us and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, we may, but are not obligated to, reverse them from the Account. You agree that we have the right to debit the Account at any time because of a returned or dishonoured item, or to correct any mistake. Verification may take place at a date later than the date you authorized the Transaction, which may affect the Transaction date.
- 6.2 Unless you have given us written notice of any objection on or before the date stated as the “Account Verification Date” in the Personal Account and Services Agreement, you agree that our records are correct, complete and conclusive evidence of your dealings with us regarding the Account for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between you and us in respect of any Transaction.
- 6.3 If we make an error or omission in recording or processing any Transaction, we will only be responsible for up to a maximum of the amount of the error or omission, but only if the error or omission happens because of something that we are responsible for doing under the Personal Account and Services Agreement and if you meet the following conditions: (a) you did not cause or contribute to the error or omission in any way; (b) you have complied with the Personal Account

and Services Agreement; and (c) you told us in writing about the error or omission within the time required under the Personal Account and Services Agreement. In no event will we be responsible for any delay, bother, cost, Loss or damage (whether direct, special, indirect, exemplary or consequential) whatsoever caused by, or arising from, any error or omission.

7. Service charges

- 7.1 We may establish Service Charges for your use of Online Banking and for conducting Transactions and may change these Service Charges from time to time. You authorize us to deduct any applicable Service Charges from any of your Accounts.

8. Intellectual property

- 8.1 As between you and us, we are the owner of all intellectual property rights on each website page in Online Banking, including any website page accessed by Mobile Devices. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on our website or through our mobile banking applications are our property and, without our express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving electronic copies of Account activities, in accordance with the terms of the Personal Account and Services Agreement and as we may further advise. Nothing in this Digital Services Agreement or on our website is to be interpreted as conferring a right to use the works, trademarks or logos in any other way.

9. Termination

- 9.1 We may at any time without notice suspend or terminate your ability to access to Online Banking, including if we become aware of any potential unauthorized access of your Accounts through Online Banking. If this occurs, you acknowledge and agree that you may be required to take certain steps as required by us prior to our re-instatement of your access to Online Banking, which may include signing a release or waiver of liability with respect to such re-instatement.

10. Acceptance of this agreement and modifications

- 10.1 Use of Online Banking shall be deemed to be acceptance of this Agreement as of the date of first use. We may, in our discretion, amend this Agreement as it relates to your future use of Online Banking from time to time, for any reason, without any liability to you or any other person. We may provide notice of a change to this Agreement by any means we, acting reasonably, consider appropriate to bring the modification to your attention. If you use Online Banking after the effective date of an amendment to this Agreement, it will mean that you agree to the amendment and are bound by the newer version of this Agreement.

11. Other agreements

- 11.1 The terms and conditions of the Personal Account and Services Agreement and any other terms and conditions or agreements between you and us regarding your Accounts will remain in full force and effect and will apply to each Transaction, except as expressly modified by the terms of this Agreement. If there is a conflict between any provision of any other agreements and this Agreement, this Agreement will prevail, with the exception that the Personal Account and Services Agreement will prevail over this Agreement.

12. General

- 12.1 This Agreement is governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.