

# Outlook Financial

- Member Account Agreement
- Debit Card Agreement
- Privacy Agreement

This document provides you with details of your Member Account Agreement and Debit Card Agreement and information about how we protect your privacy.

Please take the time to read the Agreements, consider the content, learn what you can expect from us and understand your responsibilities as an account holder at Outlook Financial, a division of Assiniboine Credit Union.

Should you have any questions, please do not hesitate to contact us.

## Member Account Agreement

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Outlook Financial is a division of Assiniboine Credit Union, and all references are as a division of Assiniboine Credit Union. By opening an account, the applicant becomes a member of Assiniboine Credit Union and confirms acceptance of the following terms and conditions that set out the relationship between the account holder(s) and Assiniboine Credit Union.

If the application for membership is not accepted, Outlook Financial may close any accounts opened prior to the membership review, and the terms of this Account Agreement, including Privacy, still apply.

Wherever the terms "I", "me" or "my" are used, they mean the person or persons who signed the Membership Application. Wherever the terms "you" and "your" are used, they mean the credit union. Wherever the term "payment order" is used, it means any order by one person directing another to pay money, including cheques, withdrawals, automated funds transfers, direct deposits, pre-authorized debits and any other orders communicated in writing or by means of a computer or telecommunications or digital device.

Any terms set out in this Account Agreement that clearly do not apply to the applicant should be disregarded. References to the singular include the plural, where applicable.

## APPLICATION OF ACCOUNT AGREEMENT

This Account Agreement applies to anyone who has signed a Membership Application and opened an account, even if, for some reason, the Membership Application has not been effectively signed by every person who was intended to sign it. This Account Agreement is binding on me and on my estate even if I should die, lose mental capacity or become bankrupt. This Account Agreement applies to all accounts opened by you for me, unless you have opened an account for me under a different Account Agreement and then such other Account Agreement will apply to the accounts opened under it.

The types of account to which this Member Account Agreement applies includes RRSP, RRIF, TFSA, savings, and any other types of account that you might offer.

## JOINT ACCOUNTS

If two or more people signed an application to open an account, the account will be joint with right of survivorship. All obligations under this Account Agreement will be joint obligations, including the obligation to pay any overdrafts and the obligation to pay interest, fees and charges.

## STATEMENTS

You agree to provide to me a periodic electronic statement that sets out all transactions affecting my account, including registered accounts such as RRSP, RRIF and TFSA as applicable. I agree to review and verify transactions posted on my account Online or Telephone Banking made available to me by you.

I agree that you may provide me with a statement at such intervals as you may determine and that you will provide it electronically via Online Banking. If I have not received a statement for a particular period, I acknowledge that I should ask you to produce a statement; otherwise you will not be responsible to me for any errors.

You will not be liable to me for any errors, omissions or unauthorized transactions, charges or debits to my account unless I bring these to your attention within 30 days of when I received or should normally have received my statement.

## FEES AND CHARGES

I agree to pay the usual charges and fees set by you, including any costs incurred in providing information about my accounts to me or to those who are authorized by this agreement, by law or by me, to request information; and I agree that you may debit my account for such charges and fees. You will make a list of your usual charges and fees available to me, but I agree that you may change the amounts of your charges and fees without actual notice to me.

## OVERDRAFTS AND NSF ITEMS

Overdrafts are not allowed on my Outlook Financial accounts, and I agree that under no circumstances will I issue any payment order that would result in my account being overdrawn unless I have first made arrangements with you and those arrangements are in compliance with your overdraft policies. In the event that there are insufficient funds in any of my accounts, you may debit one account (except my RRSP/RRIF/TFSA accounts) to cover an overdraft in another account, at your discretion.

If for any reason including actions by me, a joint account holder or by Outlook Financial there is an overdraft created in my account, that overdraft will be deemed a loan to me which will be due on demand, and will be subject to interest at Outlook Financial's prevailing interest rate for overdrafts, from the date of overdraft until the date of payment. Outlook Financial reserves the right to use all or any funds on deposit, except RRSP/RRIF/TFSA deposits, to pay any debt or obligations I owe you.

## DEPOSITS TO MY ACCOUNT

I understand that you only accept Canadian funds drawn on a Canadian financial institution. You may accept payment orders on deposit to my account or on collection and you may use the services of another financial institution or other agent as you think best to present a payment order for payment, acceptance or collection. I waive, as far as possible, all requirements of any legislation governing payment orders and agree that I will not hold you responsible if any payment order payable to or endorsed to me is not honoured.

I will indemnify you against all claims made against you or liability incurred by you in connection with any payment order deposited to my credit, including payment orders that have forged or unauthorized signatures or endorsements and those that have been contradicted.

I also agree to pay to you, and I agree that you may debit my account with the amount of any payment orders that I or others may deposit to my account or that I may cash (if your policies allow me to cash payment orders) and that are not honoured or paid to you.

#### WITHDRAWALS FROM MY ACCOUNT

You may debit my account the amount of any payment order communicated to you by any means unless you have reason to believe that the payment order is not proper or unless I have contradicted that order by verifiable means.

You are not obliged to certify any payment order made by me. If you do not honour a payment order because you do not believe it to be proper, I agree that you will not be responsible for any damage resulting to me. If I have more than one account, you may debit any one of them, even if the payment order refers to a particular account.

I will be responsible for the accuracy and validity of any pre-authorized debits (PADs) from my account unless I report any errors within 90 calendar days.

#### CLOSING MY ACCOUNT

You may close any account without notice to me without affecting any other accounts operated under this Account Agreement, and I agree that any outstanding charges against that account may be debited to another account. Either you or I may, on written notice, close the account.

#### RRSP/RRIF/TFSA ACCOUNTS

The provisions of this Account Agreement as they relate to joint accounts (including the application of monies from one account against debits in another and closing accounts) do not apply to any RRSP, RRIF or TFSA that I may open with you. I agree that each RRSP, RRIF or TFSA will be the subject of a separate agreement between us

and that such separate RRSP, RRIF or TFSA agreements will apply in the event of a conflict between it and this Account Agreement.

#### IDENTIFICATION

I agree that I may, from time to time, authorize you to accept a mechanical, computer generated or digital version of my signature, including automated teller machines (ATMs), Telephone Banking, and Online Banking. If I have authorized you to accept a mechanical, computer generated or digital version of my signature, you are entitled to accept instructions that contain such versions of my signature and to rely on them as having been authorized by me, until you receive actual notice from me that I have cancelled that authority.

I agree as well that my use of any card, personal access code, password or personal identification number issued to or chosen by me in connection with my account is at my sole risk and responsibility. You will not be responsible for any unauthorized use of any card, personal access code, password or personal identification number or any loss that I may suffer because of unauthorized use until I have actually communicated to you that such use is unauthorized. I am fully responsible for maintaining the security of all cards, personal access codes, passwords and personal identification numbers issued to or chosen by me in connection with my account.

#### FAX AND EMAIL INSTRUCTIONS

In some cases, you may advise me that faxes or emails to Outlook Financial are acceptable. I authorize you to accept such signed instructions or documents without any further verification, and I agree to be responsible for these instructions. I agree that what, in your sole determination based on your records, appears as my signature on such instructions or documents binds me legally and makes me responsible to the same extent and effect as if I had given original, signed, written instructions or documents to you. You will advise me as to what kind of instructions and documents are acceptable by fax or email.

You may verify faxed or emailed communication or the source of the communication before accepting them, but you are not obligated to do so.

In addition to communication by voice and mail, I authorize Outlook Financial to communicate with me by fax, online notices or email to my personal communication devices at such numbers or addresses as I provide to you.

#### ONLINE BANKING

I agree to use Outlook Financial's Internet banking services only for the purpose of obtaining such services as are agreed upon between me and Outlook Financial. I may request Bill Payment and authorize Credit Union Payment Services (CUPS) to debit payments authorized by me from the accounts specified by me. I will use a Personal Access Code (PAC) to make payments, which I will keep confidential and under no circumstances will I disclose my PAC to any other person.

Notice of cancellation of this authorization may be made to me at any time. Such notice may have effect on debits made prior to cancellation.

I understand that only the Online Banking site is a secure site. On other parts of the Outlook Financial website (including email), the confidentiality and security of information transmitted over the Internet cannot be ensured and you will not be responsible for any damages I may incur if I communicate confidential information to you over the Internet or if you communicate such information to me.

#### TELEPHONE BANKING

I agree to use Telephone Banking only for the purpose of obtaining such services as are agreed upon between me and Outlook Financial. I may request Bill Payment and authorize Credit Union Payment Services (CUPS) to debit payments authorized by me from the accounts specified by me. I will use a Personal Access Code (PAC) to make payments, which I will keep confidential and under no circumstances will I disclose my PAC to any other person.

Notice of cancellation of this authorization may be made to me at any time. Such notice may have

effect on debits made prior to cancellation.

#### LEGISLATION

Nothing in this Member Account Agreement alters any provision of *The Credit Unions and Caisses Populaires Act* or any regulation under that Act. The laws of Manitoba apply to this Account Agreement and to any disputes relating to it.

#### NOTICES

Either you or I can give notice to the other in writing or by such electronic or digital means as may be convenient. If electronic or digital means are used, both you and I must have access to such means of communication and the communication must be transmitted and received in a way that is reliable and can be confirmed.

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## Debit card/personal identification number/mobile payment service agreement

#### PURPOSE OF THE DEBIT CARD

I will use the Debit Card only for the purpose of obtaining services as agreed upon between me and my Credit Union. On thirty days written notice, my Credit Union may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that I have the use of the Debit Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with my Credit Union. All references to "Debit Card" in this Agreement include virtual Debit Card(s) registered for use with the Mobile Payment Service.

#### CONFIDENTIALITY AND PERSONAL IDENTIFICATION NUMBER (PIN) AND/OR PASSCODE

I will not select an obvious combination of digits for my PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number). I understand that my Credit Union has only disclosed the PIN to me and to no one else, and 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 Debit Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

I must treat the Passcode used to authorize any transactions within the Mobile Payment Service with the same standard of care and confidentiality as my PIN. "Passcode" means the numerical code selected by the user to authorize certain Mobile Payment transactions.

#### CONTACTLESS DEBIT PAYMENTS (INTERAC FLASH)

I acknowledge that my Debit Card may include Interac Flash contactless payment functionality. This contactless payment service allows me to perform a Transaction using my Debit Card without entering my PIN. I understand that this service is optional and if I do not wish to have this functionality enabled on my Debit Card I can contact my Credit Union and request to have the functionality disabled

#### WITHDRAWALS AND DEPOSITS

Unless I have made other arrangements with my Credit Union, amounts credited to my Account as a result of deposits using the Debit 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 Debit 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 or using my Mobile Device, and will pay to my Credit Union

any damages, costs or losses suffered by my Credit Union as a result of any such deposit.

#### LIABILITY FOR LOSSES

Once I have requested and first used the Debit Card, except as expressly provided in this Agreement, I will be liable for all authorized and unauthorized uses of the Debit 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 Debit 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 the Credit Union any direct losses I may have suffered. I acknowledge that I will co-operate with my Credit Union 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. My Credit Union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit 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 Debit Card for a Point-of-Sale transaction.

I understand that I must not use my Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

#### LOST OR STOLEN CARD OR MOBILE DEVICE OR COMPROMISED PIN

If I become aware that the Debit Card or my Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN or Passcode has been made accessible to another person, I will notify my Credit Union or its agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN changed. The instant such notice is received or when my Credit Union is satisfied that I became the victim of fraud, theft, or coercion by trickery,

force or intimidation, my liability for further use of the Debit Card or Mobile Payment Service will terminate, and I will be entitled to recover from my Credit Union any further losses suffered by me by using the Debit Card or Mobile Payment Service.

#### PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS

In the event of a problem with a Debit Card transaction, or an unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to my Credit Union and the Credit Union will investigate and respond to the issue on a timely basis. My Credit Union 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. My Credit Union 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 my Credit Union requires me to provide a written statement or affidavit to aid its investigation.

#### DISPUTE RESOLUTION

If I am not satisfied with my Credit Union's response, my Credit Union will provide me, upon request, with a written Account of its investigation and the reasons for its findings. If I am still not satisfied, the issue will be referred to either a Credit Union system dispute resolution service or external mediator, as agreed upon between me and my Credit Union. Neither my Credit Union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my Credit Union. 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 my Credit Union.

#### SERVICE FEES

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

#### FOREIGN CURRENCY TRANSACTIONS

I acknowledge and understand that when I conduct transactions using the Debit Card or a Mobile Device 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 my Credit Union receives may ask my Credit Union to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of my transaction. The transaction amount between my Credit Union 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 my Credit Union (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that my Credit Union 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 my Credit Union 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 my Credit Union. The amount charged to my Account will be the USD value of the instruction received by my Credit Union. 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 my Credit Union, converted to Canadian dollars at my Credit Union's sell rate for 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 my Credit Union, 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 my Credit Union in addition to the conversion rate and fees charged by Third Parties must be disclosed by my Credit Union as per the 'Fees' section of this Agreement.

#### EVIDENCE OF TRANSACTIONS

A paper transaction record dispensed mechanically by using the Debit 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 my Credit Union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my Credit Union through the use of the Debit Card; the contents of any envelope deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between me and my Credit Union in respect of any electronic transaction.

#### SCOPE OF AGREEMENT

This Agreement replaces any prior agreement governing the use of the Debit Card and the PIN, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. 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 Debit Card or Mobile Payment Service.

#### TERMINATION OF AGREEMENT

My Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card, or may terminate this Agreement and my right to use the Debit Card, at any time without notice. I will return the Debit Card to

my Credit Union or disable the Mobile Payment Service on my mobile device upon request.

#### CARDHOLDER PRIVACY

I acknowledge that my Credit Union 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 my Credit Union 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 the Credit Union 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 the Credit Union's Privacy Officer.

#### CANADIAN CODE OF PRACTICE FOR CONSUMER DEBIT CARD SERVICES

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

#### 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 Debit 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 my Credit Union, 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).

## MOBILE PAYMENT SERVICE

The Mobile Payment Service allows Credit Union Debit Card holders to perform Point-of-Sale transactions using a Mobile Device (“Mobile Payment Service”).

### a. Eligibility Requirements

In order to use the Mobile Payment Service, I must: (a) be an Authorized User on an Account in good standing with my Credit Union; (b) have a Mobile Device; and (c) meet any other requirements for the access and use of the Mobile Payment Service that are specified by my Credit Union. “Mobile Device” means a mobile device that is capable of being used in connection with the Mobile Payment Service.

### b. Sale or Disposal of Mobile Device

If I intend to sell, give away or dispose of my Mobile Device I must delete the credit Union Mobile Payment/Mobile Banking application from my Mobile Device.

### c. Termination or Suspension of Mobile Payment Service

I may terminate my use of the Mobile Payment Service at any time by contacting my Credit Union. My Credit Union may terminate or suspend my use of the Mobile Payment service for any reason at any time without notifying me in advance.

### d. Mobile Device Security

I am prohibited from using the Mobile Payment Service on a Mobile Device that I know or suspect has had its security or integrity compromised (e.g. where the device has been “rooted” or had its security mechanisms bypassed). I will be solely liable for any losses, damages and expenses incurred as a result of my use of the Mobile Payment Service on a compromised device. I further acknowledge that I will properly maintain the security of my Mobile Device used in conjunction with the Mobile Payment Service 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.

### e. Location-based Services (only applicable if Mobile App is used in conjunction with Location-based Services)

I acknowledge that the Mobile Payment Service may be used in conjunction with location based services, and agree that my Credit Union may collect, transmit, process, display, disclose, maintain or use location based data.

### f. User Licensing Terms

I agree that I will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. I will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a third party. I will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and I will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.

### g. Jurisdiction

I acknowledge that this Agreement is subject to the laws and jurisdictions as defined by my Credit Union, irrespective of where I downloaded or enabled the Mobile Payments Service. I understand that my Credit Union may monitor and enforce compliance with these terms.

### h. Warranties and Liabilities

I acknowledge and agree that: (a) my Credit Union does not warrant the operability or functionality of the Mobile Payment Service or that it will be available to complete a transaction; (b) my Credit Union does not warrant that any merchant will offer the payment method accessed through the Mobile Payment Service; and (c) my Credit Union does not guarantee the availability or operability of any wireless networks or of any mobile device. I understand that I should keep my physical Debit Card with me to use in the event the Mobile Payment Service is unavailable for whatever reason. Furthermore, I explicitly exclude my Credit Union, all partners and associated service providers from all liability



whatsoever in relation to the Mobile Payments Service, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or nonperformance of the Mobile Payments Service. I acknowledge and confirm ownership of the respective intellectual property rights by my Credit Union, its partners and associated service providers.

#### 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 Debit Card service or Mobile Payment Service and that this Agreement does not require signature by my Credit Union. This Agreement may be amended unilaterally by my Credit Union upon thirty (30) days' notice and until the Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by me 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 the Credit Union, 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 any branch of my Credit Union.

## Our Privacy Agreement

Our Privacy Agreement is a key part of our commitment to treat you fairly, provide you with superior member service, and maintain the accuracy and security of your personal information.

**The Agreement is guided by the following 10 principles:**

### 1. Accountability

We are responsible for maintaining and protecting all member personal information under our control and have designated a Privacy Officer who is accountable for our compliance with the 10 principles that comprise this Privacy Agreement and applicable law.

### 2. Identifying Purposes

When we ask for your personal information, we identify what it will be used for.

### 3. Consent

We require your knowledge and consent for the collection, use or disclosure of your personal information, except where it is required or permitted by law.

### 4. Limiting Collection

We collect personal information by fair and lawful means and limit our collection to those details necessary for identified purposes.

### 5. Limiting Use, Disclosure and Retention

We use or disclose your personal information only for the purpose(s) for which it was collected, unless you consent otherwise, or when it is required or permitted by law. We retain personal information only for the time required to fulfill the purpose(s) for which it was collected.

### 6. Accuracy

We maintain and update your personal information as accurately and completely as necessary to fulfill the purposes for which it is used.

### 7. Safeguarding Member Information

We protect your personal information with security safeguards appropriate to the sensitivity level of the personal information.

### 8. Openness

We make information available to you concerning the policies and practices that apply to the management of your personal information.

### 9. Member Access

At your request, and subject to applicable law, you will be informed of the existence, use and disclosure of your personal information, and be given access to it. You may verify the accuracy and completeness of your personal information provided, and may request that it be amended.

### 10. Handling Member Complaints and Suggestions

Our Privacy Officer will answer any questions or enquiries you have about this Privacy Agreement or our privacy practices.

## SAFEGUARDING YOUR PERSONAL INFORMATION

We have comprehensive security safeguards and standards in place to protect our systems and your personal information against unauthorized access and use.

Outlook Financial is a division of Assiniboine Credit Union, and all employees are familiar with procedures that safeguard member personal information. The protection of your personal information is specified in our employment agreements and regularly confirmed in writing.

Every employee is required to pass an annual privacy training course.

We audit our procedures and security measures regularly to ensure that they are properly administered and remain effective and appropriate.

We retain your personal information only as long as it is required for the reasons it was collected, or as is required by law. Depending on the product or service and the nature of the personal information, this period may extend beyond your relationship with us but only as long as it is legally necessary.

When your personal information is no longer needed, we have procedures in place to securely destroy, delete, erase or convert it to an anonymous form.

Our systems ensure your Personal Identification Number (PIN), password and other access codes are kept private and confidential. For example, when you use your PIN at an ATM, the code is scrambled after you enter it. In addition, only you know your access codes. Our employees can't find out what they are and will not ask you to reveal them.

When you enrol in online services such as Internet banking, the passwords you use are encrypted to ensure data security.

As part of their contracts with us, our suppliers and agents have confidentiality agreements in place and may not use your personal information for unauthorized purposes.

We ensure all legal enquiries or orders are valid and disclose only the personal information required or permitted by law to be disclosed.

#### WHAT WE COLLECT AND WHY WE NEED IT

You look to us to offer responsible, reliable financial services and value-added advice. Collecting current, accurate personal information allows us to provide you with the best possible financial advice, as well as products and services you may find valuable.

To this end, Outlook Financial, our parent company Assiniboine Credit Union and our affiliates and partners in the Canadian Credit Union system collect, use or disclose your personal information to:

- verify your identity.
- provide you with the products and services you request.
- determine what products or services may benefit you.
- develop, offer, manage and provide products and services that meet your needs.
- determine your eligibility for products and services.

- detect and prevent fraud, and to help safeguard your and our financial interests.
- meet those purposes we may indicate on our website.
- carry out any other purpose that you authorize or that is required or permitted by law.

The information we request depends on the product or service you want. Much of the personal information we ask for is either mandatory by law or vital for us to be able to do business with you. Here are a few examples where you must provide us with specific personal information in order to obtain the product or service you want.

#### SOCIAL INSURANCE NUMBER (SIN)

In order to comply with the Canada Revenue Agency's income reporting requirements, we must collect your SIN when you open a savings account or apply for an RRSP, RRIF or TFSA or other product that earns investment income.

#### DATE OF BIRTH

Knowing your birth date helps us identify you and reduces the risk if someone is trying to impersonate you.

#### TRANSFER OF PERSONAL INFORMATION TO SERVICE PROVIDERS OUTSIDE CANADA

We may engage service providers to assist us in fulfilling the purposes that are set out in this Agreement, and in some instances, these service providers may be located outside Canada. We only select service providers that protect personal information in a manner that is comparable to the protection we provide under our own privacy policies. Please be advised that personal information may be subject to, and accessed under, the laws of the countries in which our service providers operate. If you have any questions about our transfer of personal information to our service providers outside Canada, or if you would like to learn more about our privacy policies in that regard, please contact our Privacy Officer.

## WHY WE MAY ASK OTHERS FOR PERSONAL INFORMATION ABOUT YOU

We obtain most personal information about you directly from you. However, with your consent, we may ask for personal information about you from a third party. For example, to approve your application to open an Outlook Financial account, we may contact other lenders or credit bureaus for personal information about your credit history and we may also contact your employer or other sources to verify personal information you provide to us.

## WHEN WE SHARE PERSONAL INFORMATION

We are not in the business of selling member lists or personal information about you to others but, under certain circumstances, we may release your personal information to outside parties including:

### **To Provide You with Service**

We give the minimum amount of personal information necessary for our suppliers and agents to produce goods and services provided to you through us. For example, we must provide a cheque production company with the personal information you want printed on your Outlook Financial cheques.

### **For Independent Member Satisfaction Surveys**

Also, as part of our commitment to continuous improvement, we sometimes employ the services of professional research companies to conduct independent member satisfaction surveys. If you do not want to participate in these surveys, please contact our Privacy Officer.

### **For Credit Granting Purposes**

With your consent we may disclose your Assiniboine/Outlook Financial credit history to other lenders or credit bureaus if you apply for credit at another financial institution. In these cases, we release only the information required to identify you and credit records about your repayment history.

### **To Complete a Business Transaction**

We may disclose your personal information in order to complete a business transaction, such

as a merger with another credit union or the sale to, or purchase of, another credit union. In such circumstances, we will only disclose your personal information to the other party to the transaction if the disclosure is necessary to complete the transaction and there is a written agreement that restricts the collection, use and disclosure of such personal information to purposes that relate to the business transaction. If the business transaction is not completed, all personal information disclosed and collected by us will be destroyed or returned.

### **When Required or Permitted by Law**

We are obligated to provide personal information in response to a valid demand, search warrant or other legal enquiry or order. We may also disclose personal information to help us collect a debt owed to us and in the case of a breach of agreement or contravention of law.

## WHAT WE WILL DO IF YOUR INFORMATION IS COMPROMISED

We are proud of the policies and practices we use to protect your personal information. We also believe that you have the right to know how your personal information is being collected, used and disclosed. That is why we have developed procedures to restore the integrity of your personal information if the policies and practices we use to safeguard your personal information are breached.

Our procedures to respond to security breaches include breach notification. We will notify you, as soon as reasonably practicable in the circumstances, of any security breaches of your personal information, and what it might mean to you.

We will consider the sensitivity of the personal information that is involved and the probability that the personal information has been, is being or will be misused. If the breach creates a real risk of significant harm to you, such as the potential for financial loss, identity theft or negative effects on your credit, we will notify you of the breach as soon as we can. We will

ensure that you have enough information to take whatever steps are possible to reduce the risk of the harm that could result from the breach.

Second, if there has been a material breach of the security of your personal information (determined by a number of factors, including the sensitivity of the personal information and the number of individuals whose personal information was involved), we will also notify the Office of the Privacy Commissioner of Canada and the applicable provincial information and privacy commissioner and/or ombudsman as appropriate.

Third, we will investigate whether any other government institutions may be able to help us reduce the risk of harm from the breach. If so, we may notify those institutions, so that they can help us respond to the breach.

In all cases, we will strive to make our notifications as soon as we confirm the breach has occurred, and that notification is required.

#### THE CHOICE IS YOURS

As an Assiniboine Credit Union/Outlook Financial member, you must provide required information for a product or service you request. However, you can opt out of receiving promotional information sent to you by us and/or our credit union system affiliates.

You have the right, at any time and subject to the applicable law, to withdraw the consent given to us to collect, use and disclose your personal information, or you may alter the terms of your consent.

If you wish to opt out of receiving promotional materials, please contact an Outlook Financial Representative at [save@outlookfinancial.com](mailto:save@outlookfinancial.com) or:

#### **In Winnipeg**

**Phone:** 204.958.7333    **Fax:** 204.958.8655

#### **Outside Winnipeg, within Canada**

**Phone:** 1.877.958.7333    **Fax:** 1.877.958.8655

#### **Outside Canada**

**Phone:** 1.204.958.7333    **Fax:** 204.958.8655

To learn more about our privacy policies, please contact our Privacy Office at [PrivacyOfficer@niiboine.mb.ca](mailto:PrivacyOfficer@niiboine.mb.ca) or:

#### **Mail**

Privacy Office  
Assiniboine Credit Union  
Box 2, Station Main. Winnipeg, MB  
R3C 2G1

**Fax:** 204.478.5524

Note: For your protection, do not send sensitive financial or personal information by email.