

Peoples Bank of Canada (PBC): Website Terms & Conditions of Use

PLEASE CAREFULLY READ THIS AGREEMENT, WHICH GOVERNS YOUR USE OF PEOPLES BANK OF CANADA'S (PBC'S) WEBSITE AND THE CONTENT, INFORMATION AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE AND BY EMAIL. IT EXEMPTS PBC AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY, AND, CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ. EACH TIME YOU USE THE WEBSITE, THIS AGREEMENT AS IT THEN READS WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE WEBSITE YOU SHOULD CHECK THE DATE OF THIS AGREEMENT (WHICH APPEARS AT THE TOP OF THIS AGREEMENT). IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT USE THE WEBSITE. YOU MAY PRINT OR DOWNLOAD A COPY OF THIS AGREEMENT AT ANY TIME.

1. Your Acceptance of this Agreement

This Agreement constitutes an agreement between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity or organization) and PBC, and governs your access to and use of the PBC website and the content, information and services provided on or through the website and by e-mail, including all on-line tools (including applications and calculators) and e-mail alerts (the "Website"). This Agreement also provides benefits and protections to PBC's affiliates, service providers, suppliers of services to PBC or to you through PBC Online Banking or otherwise, and sub-contractors, and other affiliates, service providers, suppliers of services, or sub-contractors with whom PBC may do business or who provide services to you from time to time through the Website (collectively the "Affiliates and Providers"). Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of these this Agreement, or you are not authorized to agree to and accept this Agreement, you may not use the Website.

2. Changes to these Terms and Conditions

PBC may, in its discretion, change, supplement or amend this Agreement from time to time, for any reason, and without any prior notice or liability to you or any other person, by posting a revised agreement on the Website. Each time you use the Website, you should check the date of

this Agreement (which appears at the top of this Agreement) and review any changes since the last version. By using the Website after this Agreement have been revised, you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by the revised terms and conditions, and you represent and warrant that you have the legal authority to agree to and accept the revised this Agreement on behalf of yourself and all persons you represent. If you do not agree with each provision of the revised terms and conditions, or you are not authorized to agree to and accept the revised terms and conditions, you may not use the Website. You may not change, supplement, or amend this Agreement in any manner.

3. Internet Banking, Applications and Requests

Certain portions of the Website relating to on-line banking transactions or account access ("PBC Online Banking") may be accessed only by persons who have agreed to be bound by the PBC Account and Product Terms and Conditions, which may be found by clicking [here]. Access to PBC Online Banking is also limited to persons to whom PBC has issued a password. The Website allows users to complete and submit applications for accounts and other products and services ("Online Applications"), and to request information regarding PBC's products and services ("Online Requests"). Online Applications and Online Requests may only be made using appropriate application forms available through the Website, and not through e-mail.

4. Seek Personalized Advice

Except for Online Banking Services, Online Applications and Online Requests, the Website is for information or general illustrative purposes only. The Website is not guaranteed to be accurate, complete, or timely. The Website is not intended to be a comprehensive, detailed or personalised source of information about personal or business banking, finance, investment, insurance or financial planning issues, products or services. We encourage you to seek personalized advice from qualified professionals before making any banking, finance, investment, insurance or financial planning decisions based upon any information provided on or through the Website. All PBC accounts, products and services are subject to the terms of the applicable agreements governing their use.

5. Website Communications

All information you provide through the Website, including your legal name, residential address, e-mail address, and information relating to On-line Banking Services, Online Applications and Online Requests, must be true, accurate, current and complete. PBC will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, PBC or any other person may incur as a result of your submission of any false, incorrect or incomplete information. You authorize PBC to: (a) accept communications PBC

receives from you by means of the Website as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to our service providers employees and representatives in accordance with our Privacy Policy by means of the Website, e-mail or other communications; and (c) respond to your communications by means of Internet communications, e-mail or other communications. Communications you send to PBC by means of the Website and e-mail are not effective unless and until they are processed by the responsible PBC representative. PBC may refuse to process any communications sent to PBC by means of the Website or e-mail, or may reverse the processing of any communications sent to PBC by means of the Website or e-mail, at any time in PBC's discretion, and without any notice or liability to you or any other person, including without limitation if: (a) PBC cannot process the communications; (b) the communications violate any provision of this Agreement or any other agreement that you or any other person may have with PBC; (c) PBC considers that the communications may conflict with any other instructions or agreements with you or any person you represent; or (d) there is an operational failure or malfunction in connection with the transmission of the communications.

A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

6. Currency and Interest Rates

All references in the Website to currency are to the lawful currency of Canada, unless expressly stated to be otherwise. Interest rates indicated on the Website are subject to change without notice.

7. Privacy and Security

PBC is committed to ensuring that personal information you have provided to us is accurate, confidential, and secure. Our privacy policies and practices have been designed to comply with the Personal Information Protection and Electronic Documents Act (Canada) or corresponding provincial privacy acts, as applicable (collectively, "Privacy Laws"). Our Privacy Policy is available on our Website, or by calling us in Vancouver at 778-309-4860, toll free at 833-309-4860, or emailing us at deposits@peoplesbank.ca. You can also obtain a copy from any of our office locations. By applying to open an account with, or purchase a product from, PBC, you consent to the collection use, and disclosure of your personal information in accordance with our Privacy Policy. You also agree that in order to establish your identification and to protect both you and PBC from fraud, we may collect and use your personal information that has been obtained from the financial institution holding your external account, credit bureaus, credit reporting agencies, and credit insurers. We maintain secondary disaster data back-up on computer systems located outside of Canada. Personal Information collected by us pursuant to our Privacy Policy may be stored,

whether as part of our secondary disaster data back-up or otherwise, on out-of-country computer systems, and therefore may be subject to disclosure pursuant to the laws of the jurisdictions where such personal information data is stored. PBC will disclose personal information as required by law.

8. Warranties and Limitation of Liability

This Website (including all information and documents contained on the Website) is provided "as is" and "as available" without any representation, warranty or condition of any kind (whether express, implied or statutory), and including without limitation any representation, warranty or condition or title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by PBC to the fullest extent permitted by law. There will not be any representation, warranty or condition created by a course of dealing, course of performance or trade usage. Rates, fees and other information are subject to change at any time without notice to users and the posted rates and fees on this Website may not immediately reflect such changes.

Your use of this Website is at your own risk. In no event will PBC, its Affiliates and Providers, and any other parties involved in creating and delivering this Website's contents be liable for any damages, losses or expenses of any kind arising from or in connection with this Website or its use or any person's inability to use the site, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, loss of data or otherwise, even if PBC, or its representatives, are advised of the possibility of such damages, losses or expenses.

PBC is not responsible in any manner for direct, indirect, special or consequential damages, howsoever caused, arising out of use of this Website including but not limited to, damages arising from or related to the installation, use, or maintenance of personal computer hardware, equipment, software or any Internet access services.

No endorsement of any third-party products, services or information is made or implied by any information, material or content referenced or included on, or linked from or to this Website.

9. Unlawful Behaviour

Do not use the Website to communicate to others, to post on the Website, or otherwise transmit to the Website, any materials, information, or communication that either causes any harm to any person or that is illegal or otherwise unlawful, including without limitation any hateful, harassing, pornographic, obscene, profane, defamatory, libelous, threatening materials which

constitutes or may encourage conduct that would be considered, a criminal offence, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation. Notwithstanding that PBC or other parties are involved in creating, producing or delivering the Website, PBC will have the right to monitor or review all communications, materials, transmissions, postings, discussions and chats. PBC, and all parties involved in creating, producing or delivering the Website, assume no responsibility or liability which may arise from the content thereof, including but not limited to claims for any of the above-noted matters.

10. PBC Records

You accept any records or documents stored or produced by PBC through electronic means or device as sufficient evidence for all purposes to establish such documents and the contents as correct, authentic, and binding on you.

11. Ownership of Software, etc.

PBC (or a third party) owns any software or device PBC has supplied to you for purposes of facilitating access to the Website or PBC Online Banking, and you use same under a non-exclusive, non-assignable license, solely for the purpose intended. PBC may demand their return at any time without prior notice and you will comply promptly, without keeping any copies.

12. Available Only Where Permitted by Law

The products and services described in the pages of the Website are only offered in jurisdictions where they may be legally offered for sale.

13. Links to Third Party Sites

Although the Website may be linked to other sites, PBC is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked site, unless specifically stated therein. By entering the Website you acknowledge and agree that PBC has not reviewed all sites linked to the Website and is not responsible for the content of any off-site pages or any other site linked to the Website. Your linking to any other off-site pages or other sites is at your own discretion and risk. You should be aware that off-site pages or other sites might be available only in English or in other languages. Vous devez être conscients que les renseignements offerts dans ces sites autres que le site web de PBC puissent n'être consultés qu'en Anglais ou dans toute autre langue.

14. Applicable Law

These terms and conditions, your access to and use of the Website, and all related matters are governed solely by the laws of British Columbia, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Any dispute between PBC and you or any other person arising from, connected with, or relating to the Website, this Agreement, or any related matters (collectively, "Disputes") must be resolved before the Courts of the Province of British Columbia, Canada, sitting in the City of Vancouver, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of all Disputes. Any proceeding commenced by you or on your behalf regarding a Dispute must be commenced in a court of competent jurisdiction in Vancouver, British Columbia within six months after the Dispute arises, after which time any and all such proceedings regarding the Dispute are barred.

15. Language

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressement que ce Contract et tous les documents qui s'y rapportent soient rediges en anglais.

16. Ownership and Permitted Uses of the Site

The Website and all information (in text, graphical, video and audio forms), images, icons, software, designs, applications, on-line tools, calculators, models, data, and other elements available on or through the Website are the property of PBC and others, and are protected by Canadian and international copyright, trademark, and other laws. Your access to and use of the Website does not transfer to you any ownership or other rights in the Website or its content. The Website may only be used in the manner described expressly in this Agreement. In particular, except as expressly stated otherwise in this Agreement, the Website may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of PBC. You may not reproduce, copy, duplicate, sell, or resell any part of the Website or access to the Website.

The Website may be used only for lawful, personal, and non-commercial purposes. You may print the pages of the Website for your lawful, personal, and non-commercial use, provided that you do not modify any of the content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers.

17. Trademark Information

PBC and the PBC logo are trademarks of Peoples Trust Company and used under license by PBC. Other product and company names and logos appearing on the Website from time to time, may be registered or unregistered trademarks, service marks, trade names and logos of PBC or their respective owners. Any use of the trademarks, service marks, trade names or logos displayed on the Website (collectively "Marks"), except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Marks.

18. General

The terms and conditions of other agreements relating to your other PBC business remain in force except as expressly altered by this Agreement. If there is a conflict between any provision of those other agreements and this Agreement, those agreements prevail.