

Terms and conditions

NATIONAL BANK'S ONLINE BANKING SERVICES CONTRACT

1. OUR ONLINE BANKING SERVICES

1.1 Access to our online banking services

Use our online banking services from an electronic device (for example, a smartphone, tablet or computer).

Here are the different ways to access our online banking services:

- Go to nbc.ca and click **Sign in**
- Download the National Bank app to your mobile phone or tablet
- Type app.nbc.ca into your browser

Update the National Bank app regularly to enjoy a better digital experience, new features, and optimized security.

1.2 Online bank transactions

1.2.1 Bill payment

You can pay your bills online. Payment must be made within at least 3 business days before the bill is due.

It is your responsibility to validate the amount and information entered before making the payment, and to pay any late fees that your supplier may charge you.

You cannot cancel your bill once the payment has been made. You must contact the supplier to rectify the situation.

1.2.2 Transferring funds

You can transfer money online between your bank accounts or to the account of another National Bank client. To make a transfer, you must provide the correct information and ensure that you have sufficient funds in your account. Fees may apply.

You cannot cancel a transfer of funds to the account of another National Bank client. Funds are automatically forwarded to the recipient.

1.2.3 *Interac* e-Transfer®

You can transfer funds online to another person using an email address or phone number. There may be a processing delay. You are responsible for verifying the status of the transfer. View the status in your payment history.

When making a transfer, you must provide accurate information and ensure that there are sufficient funds in the account. Charges may apply. You must respect the maximum amount and daily transfer limit in effect.

We withdraw the funds from your account as soon as you confirm the transfer. We hold the money until the recipient accepts the transfer, or until the transfer is cancelled. You can cancel the transfer as long as the funds have not been deposited in the recipient's account. The

transfer may also be cancelled if the recipient refuses it, or exceeds the 30-day acceptance period.

1.2.4 International transfer by Mastercard® and Interac®

You can transfer funds from your bank accounts to an international recipient. To make a transfer, you must provide the correct information and ensure you have sufficient funds in your account. Charges may apply. You must respect the maximum amount and daily limit for international transfers in effect.

You cannot cancel an international transfer. The funds are automatically transferred to the recipient.

1.2.5 Contactless mobile payment

You can make contactless payments by holding your mobile phone close to a merchant's terminal. Before using contactless mobile payment, make sure you have:

- A payment card that allows you to use this service
- Added your payment card information to the Google Pay or Wallet (Apple Pay) app on your mobile phone
- Activated the contactless mobile payment service

To learn more, chat with our virtual assistant, available in our online banking services, by entering: **pay with my phone**.

1.2.6 Digital deposit

You can deposit a cheque into your account using a smartphone or tablet from our mobile app. The device used must have a camera to take a picture of the cheque.

When you deposit a cheque using the National Bank app or at a National Bank ABM, part of the amount can be used immediately. The remainder is frozen for up to 6 business days. The amount and duration of frozen funds will depend on your deposit withdrawal rating. We may refuse a deposited cheque or ask you to return the original cheque. Be sure to keep your original cheque for at least 15 days.

For more information, chat with our virtual assistant available in our online banking services, by entering: **digital deposits**.

1.2.7 Consent for electronic communications

As of now, you agree to receive electronically through our online banking services, all other National Bank digital platforms or by email, any documents or communications related to the financial products and services you hold with us or to which you may subscribe. These documents will be provided to you as and when we make them available electronically.

You may receive the following electronically: notices and statements related to your products, transaction confirmations, portfolio statements, prospectuses, fund facts, service messages, contracts to obtain one of our financial products or services, or any other documents, communications and other information.

We will notify you by email when we receive a new statement or document. We consider you to have received the document as soon as it is sent through our systems.

You are responsible for:

- Keeping the documents we send you; and,
- Updating your contact information, including your email address.

The documents are available through our online banking services for seven years, except documents deposited in the document exchange, which are kept for 180 days.

You also agree to receive electronically transmitted documents from: National Bank of Canada, Natcan Trust Company, National Bank Trust Inc., National Bank Financial Inc. (NBF), National Bank Insurance Company and National Bank Investments Inc. (NBI).

At the discretion of National Bank and its subsidiaries, and in the cases provided for by laws and regulation, you may choose to receive certain documents by mail. View your settings via our online banking services. Charges may apply.

Your NBF delivery preferences will be respected.

If you wish to remove your consent, you may contact us at any time.

1.2.8 My document exchange

My document exchange is a secure space where you can access and exchange documents electronically with an advisor at National Bank. It is available in your online bank and National Bank app. For more information, chat with our virtual assistant available in our online banking services, by entering: **my document exchange**.

2. FEES

Charges may apply to transactions made through our online banking services. You are responsible for consulting the *Fee guide – Personal Banking Solutions* or your contract. For more information, chat with our virtual assistant available in our online banking services, by entering: **learn about my account fees**.

3. RIGHTS, OBLIGATIONS AND UNDERTAKINGS OF NATIONAL BANK

3.1 Limitation of liability

We are not liable for the following:

- Loss or damage arising from this agreement, unless caused by gross or intentional fault on our part;
- Loss resulting from force majeure, cybercrime or cyberthreats, technical failure, unavailability of our systems or any other event beyond our control, unless caused by gross or intentional fault on our part; or,
- Indirect, consequential, special, and punitive damages where applicable.

We are not liable for any loss or damage resulting from:

- Fraud or unauthorized activity by you or any other holder of your account;
- Your failure to comply with our instructions;
- Incomplete, inaccurate, or misleading information provided, or instructions given;
- A delay in the processing time for any requests, where the delay is beyond our control;
- Any sharing of your personal information with a third party and access to our services by that third party;

- Our services (including their availability);
- Internet networks;
- The network you use with your device;
- The protection of information exchanged electronically;
- The actions of third parties;
- Software or applications; or,
- The devices you use.

However, in the event of fraud in your online banking services or National Bank app, we will reimburse you in full for the loss to your account if you follow the security tips and are not at fault.

Learn more about our peace of mind guarantee in section **3.3 Refund in the event of fraud** of this document.

3.2 Data sharing

You must always maintain the confidentiality of your sign-in credentials and passwords. If you share your personal information (including financial information and sign-in details) with a third party such as an application or external partner, you must ensure that the third party is secure and reliable.

Read the third party's terms of use, privacy and security policies. You must fully understand your obligations and liability towards them. We are not responsible for any losses arising from this sharing of information.

Change your sign-in credentials and password immediately after you stop using the services of this third party.

For security and system reasons, we have the right to prevent third parties from accessing your accounts.

3.3 Refund in the event of fraud

You benefit from our peace of mind guarantee for our online banking services. This guarantee provides reimbursement for a loss to your account if you comply with the security tips and are not at fault. Learn more in the *Fraud prevention* section of our online banking services and on nbc.ca.

This guarantee covers only the loss to the account and applies if, after verification: you have complied with the security tips, you have been a victim of fraud, you have not authorized a transaction, you have notified us immediately, and you have cooperated in any investigation.

We make no other guarantees with respect to the following: our services (including their availability), cyberthreats or other wrongdoing, Internet networks, the networks to which you connect with your device, the protection of electronically exchanged information, the activities of others, software or applications, the devices you use, malicious code, computer viruses or parasites and unauthorized programs.

3.4 Controlling your access

We may suspend, cancel or block access to an account and our online banking services at any time and/or in the event of a cyber threat or wrongdoing targeting our systems.

4. YOUR OBLIGATIONS AND COMMITMENTS

4.1 Security measures

You must:

- follow the security instructions that you are given by National Bank
- protect your sign-in credentials and password
- take reasonable steps when entering your password and change it without delay if you suspect that it has been compromised
- use a password that is unique, difficult to guess and different from your other personal information (address, telephone number, Social Insurance Number or date of birth)
- use a different password if you have more than one card with National Bank and other financial institutions
- make the necessary modifications prior to making the transaction to ensure that the actions requested by the beneficiary are legitimate, and
- collaborate effectively during an investigation by providing the information requested and acting in a manner that assists the investigation.

You must notify us immediately:

- If you suspect that someone knows your password or is using your account without your authorization;
- If you suspect that your device is no longer secure; or,
- If you suspect fraud on your account.

You are responsible for all transactions on your account until we are notified. You may be required to reimburse any losses.

For more information, you can consult the security tips in the Fraud prevention section of our online banking services and on nbc.ca. You can also chat with our virtual assistant by entering **fraud prevention**.

4.2 Authentication

Your password helps identify you. It serves as an electronic signature to confirm your transactions. Your password is confidential, and you are responsible for keeping it and your sign-in information confidential. If you disclose it to a third party for the purpose of sharing your personal information, please refer to section **3.2 Data sharing** of this document. You must notify us immediately if you believe that an unauthorized person is acting on your behalf.

We are not obliged to ask for additional personal information in order to authenticate you. We can therefore rely on any electronic communication that comes from you, or appears to come from you, and that we believe to be genuine.

You can use our online services using your biometric data (facial recognition or fingerprints), without having to use your Personal Identification Number (PIN).

4.3 Use of our online banking services

It is forbidden to use our online banking services:

- In a manner that is illegal, fraudulent, abusive or malicious. For example, by stealing the identity of another person or business,
- To undermine the security, integrity, performance or any other features of our services,
- Using automated or unauthorized access to our services,
- By reverse engineering the source code of an application or other technology.

4.4 Intellectual property belonging to National Bank

You may not use our trademarks, including our logos, applications, software, source code and Internet content, for any commercial or other purpose without our prior written consent. You may not sell, copy, reproduce, publish, or otherwise disseminate, download, display, distribute, modify or make any other use of them other than in accordance with these terms of use.

We or our partners own all intellectual property rights in the pages of our websites, the screens accessible through our online services, logos and other trademarks, text, images, illustrations, visual features and combinations of visual features, audio and visual clips that appear on our online services, software, applications, programs and code, any other intellectual property assets, without limitation.

4.5 Third-party intellectual property

Other parties may own intellectual property rights in applications or other technologies used in connection with our online banking services. You are not authorized to copy, communicate, make available or make any other use of these applications and technologies that are not provided for in this *Terms and conditions* document.

4.6 Your liability

You are responsible for damages arising from your use of our online services, any sharing of your personal information (including your financial information and sign-in credentials) with a third party, and your failure to comply with the terms of this agreement. In these situations, you agree to protect and indemnify us. If your use of an application or technology causes damage to another person or company, you also bear the consequences.

5. GENERAL TERMS AND CONDITIONS

5.1 Amendments to the contract

We may amend this contract at any time, including the following clauses: our online banking services, consent to electronic communication, fees, National Bank's rights, obligations and undertakings, your obligations and undertakings, general terms and conditions, legal clauses, your personal information, our contact details, and complaint resolution.

We will notify you electronically 30 days before the date of any changes to the contract. A modification to this contract does not create a new contract. Unmodified clauses continue to apply. If you use our online banking services after an amendment has taken effect, we will assume that you have read and accepted the amendment. You may refuse a modification at any time by terminating this contract.

5.2 End of contract

You may terminate this contract at any time. You may also suspend our online banking services at any time by contacting us.

We may terminate this contract at any time by giving you reasonable notice in writing.

We may terminate this agreement at any time without notice to you in the following circumstances:

- A regulatory authority or applicable law requires it;
- We have reasonable grounds to believe that you are using your account or our online banking services in an improper, unauthorized, illegal or abusive manner;
- You compromised the security of our systems;
- We determine that an adverse change in your financial situation is likely to occur and affect a service; or,
- In the event of force majeure.

6. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the province or territory in which you reside. Only the courts of that province or territory have jurisdiction over this contract. If you reside outside Canada, Quebec law governs this contract.

7. YOUR PERSONAL INFORMATION

The [Privacy policy](#) applies to the use and disclosure of any information collected, as well as to the manner in which National Bank and its subsidiaries collect information. This Policy applies for as long as we hold your information, including after the end of our business relationship.

You can obtain information regarding the protection of your personal information by consulting the contracts you have with us, our Privacy policy and our Digital data policy available via our online banking services.

8. OUR CONTACT DETAILS

You can reach us by phone at 1-888-835-6281 or by email at telnat@nbc.ca.

9. COMPLAINT RESOLUTION

To find out more about our complaints procedure, visit nbc.ca, chat with our virtual assistant or call us at 1-888-835-6281.

Schedule A

The terms and conditions in this appendix apply when you use the Account Consolidation service. These conditions are in addition to the Terms and conditions.

1. Our account aggregation service

A. Service description

Our account aggregation service provides access to data from your accounts with other authorize providers (external accounts). It also allows you to retrieve this data, group it, organize it and display it together with your bank account data. We collect this data only to provide this service.

B. Access to your external accounts

To enable us to access data from your external accounts and retrieve data required for this service, you must provide us with your sign-in information and password. This confidential information is stored in encrypted form. You must ensure that they are accurate and up to date at all times.

You acknowledge and agree that when we access your external accounts and retrieve data required for the service, we are acting on your behalf only. You confirm that you are the rightful owner or authorized user of the external accounts that you are requesting us to consolidate.

You acknowledge and agree that we may periodically access these external accounts to update your data.

We may use, modify, display or create new data from the data we retrieve.

C. Third-party aggregation services

If you authorize third parties to access your accounts on our online services, you are giving us permission to allow third-party account aggregation services to access all of your data, including external account data already aggregated there. However, you understand that we are not responsible for the data that such third parties retrieve and that we have the right to prevent such third parties from accessing your accounts on our online services at any time, in particular to protect your security and that of our platforms.

D. Your obligations before using the service

Before using this service, you must verify whether your external account providers authorize us to use your sign-in information and password to access your external account data. You understand and accept the risks associated with the service and your responsibility for disclosing your sign-in information. Aggregated data and other content are displayed on an “as is” and “as available” basis. The data displayed by this service is for informational purposes only and may not reflect your most recent transactions or be accurate or complete. We do not provide advice in connection with this service.

E. Limitation of liability

We are not liable for any indirect, consequential, special or punitive damages arising out of the use of or inability to use this service, the cost of obtaining products and services, the replacement of products, data, information or services purchased or obtained, messages received or transactions entered into through this service, unauthorized access to or alteration of your data, statements or actions by anyone on this service, your failure to comply with the terms of use or other conditions imposed by your external account providers, or any other matter related to this service.

F. Your right to terminate the service

You may revoke the authorization you have given us for this service.