

TERMS AND CONDITIONS

1. Achieva Financial – A Division of Cambrian Credit Union

Achieva Financial is a Division of Cambrian Credit Union Ltd. All references to Achieva Financial are as a Division of Cambrian Credit Union Ltd.

By opening your Achieva account you are becoming a member of Cambrian Credit Union and are confirming acceptance of the following terms and conditions which set out the business relationship between the account holder(s) and Achieva Financial. Please take the time to carefully read all of these terms and conditions.

2. Achieva Account Opening Agreement

By **acknowledging these terms and conditions**, the applicant requests and authorizes Achieva Financial to open an account to which Achieva will assign an account number and under which the applicant shall be entitled to operate an account utilizing the services offered by Achieva Financial. This account number does not allow the account holder(s) to access any of the services provided through Cambrian Credit Union and its branches.

If the Account Application is signed by more than one applicant, the account holders agree that each account (that is not an RRSP/RRIF/FSA account) shall be joint with the right of survivorship. (Any joint account holder is entitled to transact business on any of the accounts designated as joint accounts with Achieva Financial without the approval of any other joint holder).

Account holder(s) must be in the name of an individual(s) and as such cannot be in the name of a corporation, business or organization. The Account holder(s) must be 18 years of age or older and be a permanent resident of Canada. As required by law all applicants must provide their Social Insurance Number and all other information as required under the Money Laundering Act to Achieva Financial on opening the account. Achieva Financial does not support the opening of Power of Attorney accounts.

The account holder(s) will indemnify Achieva Financial for all claims and/or liability incurred by Achieva Financial with respect to any instruments deposited for credit of the account holder(s) which contain forgeries or unauthorized signatures.

Achieva Financial may pay out to or on behalf of the account holder(s) and debit to the appropriate account the amount of any cheques, or orders to pay made, signed or endorsed by the account holder(s) in such form or forms as Achieva Financial may from time to time approve.

Periodic statements will be provided that sets out all transactions affecting the account. Statements may be provided by mail or by such other means as Achieva Financial and the account holder agree.

The account holder(s) will promptly examine all statements and within 30 days of the time when such statements have been deemed to have been received shall notify Achieva Financial of any errors or omissions. The statement will be deemed accurate if Achieva Financial does not receive such notice.

The account holder(s) acknowledge that Achieva Financial is governed by the Laws of Manitoba – specifically the Credit Unions and Caisse Populaires Act (Manitoba). Nothing herein contained shall limit or merge the rights of Achieva Financial a Division of Cambrian Credit Union Limited under its by-laws or the Credit Unions and Caisse Populaires Act (Manitoba) or given by any other agreement, statute, regulations, document or security and all rights of the Credit Union Limited shall be cumulative.

All Achieva Financial deposits and interest are guaranteed – without limit – by the Deposit Guarantee Corporation of Manitoba (DGCM). As established under The Credit Unions and Caisse Populaires Act (Manitoba), the DGCM is required by law to guarantee, without limit, all deposits at a Manitoba credit union (www.depositguarantee.mb.ca).

This shall be a continuing agreement binding upon the account holder(s) and upon their respective heirs, administrators, successors and assigns.

The account holder(s) acknowledges that Achieva Financial has policies to protect the account holder's privacy and that it may obtain particulars upon request. Until the account holder(s) withdraws consent, the account holder hereby consents to the use (by Achieva Financial and any affiliates or other members of the Canadian Credit Union system) of information provided by the account holder(s) or collected about the account holder for any use related to the provision to the account holder(s) (whether currently provided or prospective) of financial services by Achieva Financial or any affiliates or other members of the Canadian Credit Union system.

The account holder(s) hereby consents to a personal investigation being conducted by or for Achieva Financial including the use of the account holder(s)'s Social Insurance Number(s). The personal investigation may involve enquiries from any credit bureau, as well as any current or former financial institution, lender, landlord or employer. This is to allow Achieva Financial to assess the account holder(s)'s creditworthiness now and in the future. The information to be collected relates to the account holder(s)'s borrowing and repayment history and performance. Achieva Financial is authorized to disclose financial information to other financial institutions, lenders or credit bureaus, on direct enquiry by any of them to allow ongoing assessment of the account holder(s)'s creditworthiness now and in the future and the account holder(s) agrees to indemnify Achieva Financial from any claims arising from any such disclosure by Achieva Financial. The consent, authorization and indemnity shall continue in effect as long as the account holder(s)'s membership with Achieva Financial continues, even if the account holder(s) later gives specific consent to a personal investigation for particular loans or accounts.

The account holder(s) acknowledges that Achieva Financial may be required to verify information received and obtain additional contact and occupational information deemed necessary by the various regulatory agencies in order to establish and operate an account.

The account holder(s) acknowledges having been advised of, and will pay, the applicable fees now in effect for services available under this agreement. New or amended fees will only become effective 30 days after publication by Achieva Financial.

Achieva Financial may change these terms and conditions at any time. You agree that such changes will be effective 30 days following notice being published by Achieva Financial.

3. Achieva Debit Card Agreement

The account holder(s) will use the Debit Card only for the purpose of obtaining such services as are agreed upon between the account holder(s) and Achieva Financial.

The account holder(s) will maintain the confidentiality of the Personal Identification Number (PIN), and will under no circumstances disclose it to any other person. The account holder(s) will not keep a physical record of the PIN, unless the record is in a form indecipherable to others. The account holder(s) will be responsible for all charges if the PIN has not been kept confidential.

Once the account holder(s) has requested and first used the Debit Card, the account holder(s) will be liable for all authorized and unauthorized uses of the Debit Card by any person up to the account holder(s) established limit, prior to the expiry or cancellation of the Debit Card.

If the account holder(s) suspects or becomes aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, the account holder(s) will notify Achieva Financial or its agent immediately, whereupon Achieva Financial will cancel the Debit Card.

Achieva Financial remains the owner of the Debit Card. It may restrict the use of the Debit Card or may terminate this agreement and the account holder(s) right to use the Debit Card, at any time, without notice. The account holder(s) will return the Debit Card to Achieva Financial upon request.

4. Achieva Online Agreement

The account holder(s) shall use Achieva Online only for the purpose of obtaining such services as agreed upon between the account holder(s) and Achieva Financial.

This agreement must be read together with any other existing and future agreements that you have with Achieva Financial and any terms, conditions or disclaimers provided on our Web Site. Mobile banking is provided under the Achieva Online agreement and subject to the same terms and conditions as Achieva Online as outlined in this agreement.

The account holder(s) understands that only Achieva Online is a secure site. On other parts of the Achieva Financial web site, (including electronic mail), the confidentiality, and security of information transmitted over the Internet cannot be ensured and Achieva Financial will not be responsible for any damages the account holder(s) may incur if he or she communicates confidential information to Achieva Financial over the Internet or if Achieva Financial communicates such information to the account holder(s) at their request.

Links to other web sites or references to products, services or publications other than those of Achieva Financial do not imply the endorsement or approval of such web sites, products, services or publications.

The account holder(s) will maintain the confidentiality of the Achieva Online access code and Achieva Mobile Banking passcode and will under no circumstances disclose it to any other person. **If the account holder(s) suspect that the password(s) have become known, the account holder must immediately change the password(s) and contact Achieva Financial by telephone or secure message to advise of such.**

The computer you use may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce this risk you must ensure that any computer you use to access Online Banking, including your computer at work, has an up-to-date anti-virus program, anti-spyware program and firewall. Due to the increased risk of spyware on public access computers, this agreement prohibits the use of Achieva Online Banking at any public access location such as (but not limited to) the library, an Internet Café or other public computer locations. To prevent unauthorized access to your Accounts, you must always sign off of Achieva Online and close your browser as soon as you finish using them.

5. Achieva Touchtone Agreement

The account holder(s) shall use Touchtone (telephone banking) only for the purpose of obtaining such services as are agreed upon between the account holder(s) and Achieva Financial.

The account holder(s) will maintain the confidentiality of the Touchtone access code and will under no circumstances disclose it to any other person.

6. Achieva Savings Account Agreement

Deposits to your savings account can be made by mail or through Canadian Credit Union ATMs, displaying the Acculink logo. Other options for deposits are Direct Deposits, Achieva Direct Transfers or Achieva Automated Savings Plan.

Achieva Financial will place a 10 day hold on all deposits to your account. This hold is required to ensure that Achieva Financial has received payment for all items included in the deposit prior to allowing the withdrawal of those funds.

Achieva Financial will only accept deposits made in Canadian funds. Cheques deposited must be drawn on a Canadian financial institution. Achieva Financial has the right to refuse any deposit.

Under no circumstances will an overdraft on an account be permitted. In the event that there are insufficient funds in the account, the item creating the overdraft will be returned as NSF by Achieva Financial. A charge will be assessed for each item creating an overdraft as per the schedule of fees.

Withdrawals from your savings account can be made by cheque or through any ATM using your Achieva Debit Card. You may also use your Achieva Debit Card to make direct payment transactions. Bill payments can be made through Achieva Touchtone and Achieva Online. All withdrawals and bill payments are subject to charges as per the Achieva Financial service fee schedule.

Interest rates quoted for the daily interest Achieva Savings account are per annum. Interest on the Achieva Savings account is calculated daily as follows: daily closing balance *times* the interest rate *divided* by 365. Interest is paid on the last day of each month. Interest rates are subject to change without notice. Current information on interest rates is available through Achieva Touchtone, Achieva Online, Achieva's Web site (www.achieva.mb.ca) and by calling Achieva Financial.

7. Achieva Guaranteed Investment Certificate (GIC) Agreement

Unless otherwise directed by you, the maturing GIC will automatically be reinvested for the same term at the interest rate in effect on the renewal date.

Interest is calculated on the basis of 365 days. The interest is compounded annually or paid annually into your Achieva Savings Account. On a RRSP GIC, the interest is compounded annually.

Achieva Financial GICs are not redeemable prior to maturity.