



AGREEMENT GOVERNING THE USE OF THE AUTOMATED BANKING MACHINE SERVICE FOR HOME EQUITY LINES OF CREDIT

1. NAME(S) OF CLIENT/CARDHOLDER(S)		
Last Name	First Name	Initial
Last Name	First Name	Initial

2. OPTIONS ON DEBIT CARD		
Withdrawal limit (max./day) \$1,500.00	Amount available on deposit \$1,500.00	Debit Card limit (daily max. authorized for debit card purchases) \$3,000.00

3. AGREEMENT

(This Agreement conforms to the *Canadian Code of Practice for Consumer Debit Card Services*.) In consideration of the privilege granted to me by the Laurentian Bank of Canada (the "**Bank**"), or by virtue of any other agreement that the Bank might conclude with another partner (the "**Partner**"), to use the services of any automated banking machine ("**ABM**"), point of sale terminal, or other equipment (individually or collectively referred to as the "**Banking Machines**") that I can access with a debit card issued by the Bank (the "**Debit Card**" or "**Card**") for transaction purposes, I hereby agree to abide by the following terms and conditions:

1. **PIN.** I am responsible for the safekeeping of my Card and of my personal identification number ("**PIN**"). A PIN is a secret numeric password used to authenticate a user on a system. I agree to keep my PIN confidential. In particular, I must not inscribe my PIN on my Card or make an inscription of it on an easily accessible document (ex: on a document kept in my wallet or purse). I agree not to use as my PIN a combination of numbers that can be easily discovered such as (but not limited to): personal data (such as a PIN referring to my name, address, phone number, date of birth, Social Insurance Number or a part thereof) or those of a person close to me, or all or part of a number on my Card or my account number.
2. **Removal of equipment.** The Bank or the Partner may, at its sole discretion and without prior notice, remove all or some of its Banking Machines or cancel the use thereof and shall not be liable or responsible for any losses resulting therefrom.
3. **Cancellation of card.** The Bank may, without prior notice, cancel the use of my Card should I fail to abide by my obligations under this Agreement or it may reduce the benefits related thereto (e.g. withdrawal limit, amount available upon deposit, etc.). The Card is the property of the Bank and consequently may be withheld or revoked should I fail to abide by this Agreement.
4. **Authorization to debit service charges.** I authorize the Bank to withdraw directly from my account all service charges relating to the Card or Banking Machines. Please refer to the *Cost of Borrowing Disclosure Statement Line of Credit* for all applicable service charges and fees.
5. **Refusal to honour.** I release the Bank of all liability should my Card not be honoured, regardless of the reasons given by the merchant to whom it is presented.
6. **Amendments.** The Bank may, at any time without prior notice, amend the terms and conditions of this Agreement.
7. **Instructions.** All Banking Machine transactions will be debited from or credited to my account according to my instructions at the time of the transaction. The transaction slip produced and issued by the Banking Machine shall constitute my written instructions.
8. **Verification.** I understand that the contents of the envelopes used for a transaction are subject to the Bank's verification and approval.
9. **Time of transactions.** All transactions carried out before 9:00 p.m. Eastern Time (ET) shall be recorded on the same day. Transactions after that time shall be recorded on the following day.
10. **Overdrafts.** I cannot make a withdrawal, transfer of funds or pay an amount that exceeds the credit balance in my account, unless I previously reached an agreement to this effect with the Bank.
11. **Daily withdrawal limit.** I cannot make daily withdrawals from a Banking Machine that exceed the limit established by the Bank or any limit specified in the "Options on Debit Card" section.
12. **Withdrawals before verifications.** Any amount deposited to my account through a Banking Machine may not be withdrawn until it has been verified by the Bank. However, if the Bank authorizes an amount available upon deposit under the "Options on Debit Card", the maximum that I may withdraw before such verification shall be the lesser of:
 - the amount of the deposit, or
 - the amount available upon deposit.
13. **Cheques.** I understand that the Bank may withhold funds for longer than necessary for verification purposes when a cheque is deposited to my account through a Banking Machine.
14. **Proof of transactions.** The Bank's statements and records pertaining to any Banking Machine transactions and the verification of the contents of envelopes inserted into the Banking Machines shall be proof that the transactions have been completed.
15. **Instructions and guidelines.** I shall comply with the Bank's instructions and guidelines regarding the use of the Card and the Banking Machines. Neither the Bank nor the Partner shall be liable or responsible for any late payments, damage or inconvenience that is a result of the Card's or the Banking Machine's malfunctioning.
16. **Use.** Other than the exceptions provided in section 18, the use of the Banking Machines or the Card is entirely at my own risk and neither the Bank nor the Partner shall be liable or responsible in any way for any accident, assault, theft, loss or damage sustained by me while using a Banking Machine, whether or not the Banking Machine is located on the Bank's premises or elsewhere.
17. **Loss or theft of a card.** I shall notify the Bank at once if my Card is lost or stolen or if I suspect that another person knows my PIN, is using my Card or the number on my Card, by contacting the Telebanking Centre at (514) 252-1846 in Montreal or at 1-800-LBC-1846 elsewhere in Canada, 24 hours a day, 7 days a week.
18. **Cardholder liability for losses.** This section applies to losses that occur at a Banking Machine, including any ABM, point of sale terminal, or other equipment.
 - A) Full Liability:** I understand that I am responsible for all transactions made with my authorization, for transactions resulting from entry errors when using Banking Machines, if I make fraudulent or worthless deposits or when I unintentionally contribute to an unauthorized use if I do not subsequently cooperate with the Bank or another investigative body.
 - B) Limited Liability:** I am responsible for losses up to my daily limit for each day losses occur when I contribute to an unauthorized use of my Card, for example, when I do not respect the undertakings of sections 1 and 17. I can however be responsible for losses that exceed my account balance if I have a line of credit or if the withdrawal is made subsequent to a fraudulent deposit or worthless deposit.
 - C) No Liability:** I am not responsible for losses due to technical problems, the Bank's errors or system malfunctions. I am not responsible for losses occurring after the Card has been reported lost or stolen, the Card is cancelled or I have reported someone else knows my PIN. I am not responsible for losses attributable to a non-authorized use of my Card when I have respected the conditions of sections 1 and 17 and the transactions leading to the losses are made in a situation independent from my free will, including when I involuntarily contribute to the situation, provided that I collaborate with the Bank in any related investigation.
19. **No liability for quality of merchandise.** I release the Bank of all liability with respect to the quality of the merchandise or the rendering of services obtained using the Card. Any disputes with a merchant shall be settled directly between the undersigned and the merchant.
20. **Limit changes.** Subject to the Bank's approval, I may change the limits provided for in paragraphs 11 and 12 above over the telephone. All such changes shall have the same legal implications as though I had signed a document to this effect.
21. **Responsibility.** I will not hold the Bank liable in the following cases:
 - if my Card is not honoured, whatever the reason for refusal invoked by the merchant to which it is presented for payment;
 - any delays, damages or inconveniences caused by an operational failure of my Card, an ABM, the LBC Telebanking or LBC Online Banking, or for my inability to access an ABM or the LBC Telebanking or LBC Banking;
 - for the quality of the goods or services acquired through the use of my Card or the LBC Telebanking or LBC Online Banking.

The Bank offers no guarantee regarding LBC Telebanking Service and LBC Online Banking and cannot be held liable for any acts or omissions that occur online or on the part of an Internet service provider. I shall not hold the Bank liable with respect to delays, damages or inconveniences caused by the failure or malfunction of the service or by my inability to gain access to it. I shall settle directly with a billing company any claim or dispute related to a transaction. The Bank shall not be liable for the failure of a billing company to register the payment of any bill which I have made by means of the service, nor shall it be liable for any extra costs, including interest penalties, charged by a billing company.

The Bank shall not be held liable by myself or a third party for any damage whatsoever (including, without limitation, direct or indirect, special, incidental or consequential, exemplary or punitive damages, losses or expenses) that could result from the use of said services, the inability to use said services, any defects in performance, errors, omissions, interruptions, delays in operations or transmissions, computer viruses, failure or breakdown of

systems or lines, loss of data, unauthorized use or reproduction of the site or information therein or otherwise, even if the Bank or its representatives are informed of the possibility of such damages, losses or expenses.

I acknowledge that any dispute with a merchant or issuing company will be settled directly between the merchant or the issuing company and myself.

22. **Contacting the Bank about a problem.** I understand and acknowledge that I may contact the Bank if I have any questions or concerns about this Agreement by calling (514) 252-1846 in Montreal or at 1-800-LBC-1846 elsewhere in Canada, 24 hours a day, 7 days a week. The Bank has a complaint/dispute resolution policy in place for handling such problems, and I can get more details about the policy by calling (514) 252-1846 in Montreal or at 1-800-LBC-1846 elsewhere in Canada, 24 hours a day, 7 days a week and/or obtaining the Bank's complaint handling brochure.

23. **Language.** I have requested this application form and all other documents relating hereto to be in English. J'ai exigé que ce formulaire et tous les documents y afférent soient rédigés en anglais.

24. **Termination.** The Bank may restrict your use of a Card or end this Agreement at any time without telling you if you contravene any part of this Agreement or we suspect that your Card is being used by someone else. In all other cases, you or the Bank may end this Agreement at any time by giving notice in writing. If this Agreement has ended, your obligations continue until they have been completely satisfied.

25. **Agreement.** This Agreement adds to, but does not substitute itself to, any other agreement and terms and conditions governing any other account that I now have, or may have in the future, with the Bank.

I agree to abide by the additional obligations relating to the use of automated banking machines that I have read on this form, a copy of which was given to me on this day by the Bank.

SIGNATURE OF CLIENT/CARDHOLDER

DATE

SIGNATURE OF CLIENT/CARDHOLDER

DATE