

Agreement governing the use of B2B Trust Telephone Services and Internet for Businesses (continued)

or by writing them down in readily accessible documents, or by using as a password personal data (such as date of birth, name, telephone number, address), a PIN number already in use or an existing account number. The Business agrees to inform the Telebanking Centre as soon as the confidential nature of the access number or password is compromised, lost or in the presumed possession of a third party. The Business must inform the Telebanking Centre of same by telephone. The Business also agrees under such circumstances to take the necessary steps to change its access number or password according to instructions received by the Trust. It is recommended that the Business change its password frequently.

7. CONSENT. The Business admits and agrees that any instructions given and/or transactions conducted by using the services via the confidential access number and password constitute the Business's consent to said instructions or operation, just like transactions authorized by means of a written signature. The Trust is therefore not obligated to conduct any additional verification. The Trust reserves the right, however, to verify and authorize or deny any transaction, if it deems it necessary. The Business also agrees that instructions or operations conducted by means of the access number and password, whether carried out by one of the users authorized by the Business or by a third party and with or without the Business's consent or knowledge, bind the Business and render it responsible to the Trust, so long as the Trust is not informed of the loss of the confidential nature of the access number and/or password.

Moreover, the Business agrees to modify its password on a regular basis. The Business is responsible for immediately modifying its password when an employee authorized to use service or another employee who knows the password leaves his/her employment or when his/her duties toward the Business change.

8. UNAUTHORIZED TRANSFER. The Business may not make, by means of the services, any transfer between 2 suffixes of the same account that exceeds the balance of the account on which the amount is deducted.

9. FEES. The Business agrees to pay the Trust the fees which are set by the Trust for the services and which were explained to the Business when it signed up for the service. The Business authorizes the Trust to collect these fees from the account used or from any other account selected by the Business.

10. RESPONSIBILITY. The Trust offers no guarantee regarding the B2B Trust telephone and Internet services, and is not responsible for acts or omissions on-line or on the part of Internet service providers. The Business releases the Trust from any responsibility regarding delays, damages or inconveniences caused by the failure or poor operation of the services or by its inability to access the services.

The Trust will in no case be responsible toward the Business or toward any other person for any damages whatsoever (including damages, losses or any direct, indirect, special, incidental, exemplary or punitive expenses) that might occur in using the services or being unable to use the services, or for any defects in performance, errors, omissions, interruptions, operational or transmission delays, computer viruses, breakdown and system or power failure, loss of information, unauthorized use or reproduction of the site, the information it contains or otherwise, even if Trust or its representatives are informed of the possibility of such damages, losses or expenses.

11. CANCELLATION OF AGREEMENT. The Trust may terminate, for any reason whatsoever, this Agreement or the service, without notice and without incurring responsibility. The Business may at any time terminate this Agreement by contacting B2B Trust Telebanking Centre.

12. RECORDING. The Trust may record any telephone conversation that the Business or its authorized representative may have with an employee of the Telebanking Centre.

13. STATEMENTS. Copies of statements and records prepared by the Trust (in no matter what form) as well as any recordings made by the Trust concerning transactions made by means of the services will be proof of these transactions, as if they were original documents.

14. KEEPING DOCUMENTS AND PROOF. Recording electronic banking operations on computer support constitutes conclusive proof of these banking operations and binds the Business, in the event of any dispute or legal proceedings with the Trust.

15. MODIFICATION. The Trust may modify, at any time, this Agreement or the applicable fees by posting the changes on the Internet or by sending written notice with the account statement the Business receives. These modifications will come into effect within 60 days of the posting or within 30 days of sending written notice. Use of the service following any modifications constitutes the Business's consent to the modifications.

16. OTHER AGREEMENTS. All the conditions specified in the HISA application/banking services Agreement in effect between the Business and the Trust remain in effect and apply in the same way as this present Agreement. However, in case of any divergence between this Agreement and the account opening Agreement with regard to the use of these services, the present Agreement takes precedence.

As the Business's authorized signing officer, I acknowledge having read the terms and conditions of the Agreement Governing the Use of the B2B Trust Telephone Services and Internet for Businesses and I agree to be bound by this Agreement, as attested by my signature below.

Signed at _____

_____ Business Name

On _____

_____ Signature of Business's Authorized Signing Officer

_____ Signature of Business's Authorized Signing Officer