

Personal/Farm Credit Application Package



## **Pembina West**

Thank you for your interest in applying for credit with us. There are different forms for Business/Corporate Farm and Personal/Farm Accounts. Please ensure you have the correct documents.

## Included in this package are the following documents:

- Frequently asked Questions
- Application for Credit
- Credit Agreement and Statement of Disclosure
- Cardlock Cardholder Agreement
- Authorization form for e-statements (Recommended Replaces Paper Statement)
- Authorizations for Pre-Authorized Debit (Withdrawn on the 15<sup>th</sup> or 27<sup>th</sup> of each month)

Once the forms are completed, choose one of the following options:

- Email completed forms to officemanager@pwcoop.ca
- Bring forms to customer service desk at one of the following locations:
  - o Barrhead Fuel Office
  - o Barrhead Admin
  - o Barrhead Food Store
  - Barrhead Home Centre
  - o Barrhead Gas Bar
  - Mayerthorpe Food store
  - Whitecourt C-Store

Direct any questions to your credit team at 780-674-2201 ex. 135



## **Frequently Asked Questions**

#### 1. What is a charge account?

A charge account is an arrangement that allows you to make purchases on credit and pay for them at a later date.

#### 2. Why would I want one?

Having an approved charge account allows you to defer paying for items purchased at our Home Centre and/or cardlock locations. Purchases made at our Liquor or Food Stores are ineligible for charge accounts.

#### 3. What if I need help filling out the documents?

Reach out to the administration team at 780-674-2201 for assistance in completing this application package.

## 4. When is the payment due?

All charge accounts are due in full the following month. For example, if you charge fuel in November, the statement will be sent to you at the beginning of December and is due in full at the end of December.

## 5. What happens if I don't pay the full bill?

The unpaid balance will have interest charged on it at a rate of 2% per month (24% per year) and your account may be suspended or deactivated.

#### 6. How can I pay my bill?

Bills can be paid at any Pembina West Co-op Location. We accept cash, debit or cheque. We also have a pre-authorized debit program. Bills can also be paid through your telephone or online banking systems, through e-transfer or by check through mail.

Credit cards are not accepted to pay charge accounts.

#### 7. What is the pre-authorized debit program?

This program is where you authorize us to take your monthly payment directly from your bank account.

#### 8. What is the credit limit for?

The credit limit is the amount you expect to charge in between payments.

## 9. What if I go over the credit limit?

If you go over your credit limit, your account will be automatically flagged by our system so that our team can reach out and discuss your credit limit and whether increasing it can be an option. Charge accounts that have vastly surpassed their credit limit may be turned off within 30 days.

## 10. What if I want to increase my credit limit?

Contact the credit department and they will perform a complete review of your charge account. If the review is positive, you will be approved for a credit limit increase.

### 11. Can I charge at the Home Centre if all I have is a fuel card?

If you intend to use your charge account at our Home Centre, please contact our admin team at least one business day in advance for approval.

## **Charge Account Payment Options**

In order to serve you better, your admin team has developed the following ways to pay your charge account when you receive your statement. Choose the one that is most convenient for you.

#### 1. Pre-Authorized Debit

No need to worry about when your payment is due. Your payment is automatically remitted from your bank account on the 15<sup>th</sup> or the 27<sup>th</sup> (or the next business day) of each month. To choose this option, please fill out the enclosed agreement form and submit it with your application.

## 2. Online and Telephone Banking

Most financial institutions have listed Pembina West Co-op as an electronic payee on their telephone banking and online banking systems. The account number varies by bank, but is usually a 5 - 13 digit number which includes our location number and/or your membership number. You can find these numbers on your statement:

Retail #	Customer #	(Check Digit)				
0168 5	0#####	#				

CIBC Banks used the retail number, customer number and the check digit All other banks use the customer number and check digit or just the customer number.

If you cannot find your account number, please reach out to our admin team for assistance.

#### 3. E-Transfer

We have automatic deposit set up for pweft@pwcoop.ca. Please be sure to put your membership number or the name on the account in the comments.

#### 4. Regular Mail

Payments can be made by mail by sending a check directly to our office. Please allow sufficient time before the bill due date for mail to arrive. Late payments may incur interest charges. Please address envelopes to:

Pembina West Co-op

Box 4040

Barrhead, Alberta T7N1A1

#### 5. In-Person

Payments can also be made at any of the Pembina West Co-op locations. Cheque, cash or debit are the only accepted forms of payment – payment using credit cards are not accepted.



P.O. Box 4040, Barrhead, Alberta T7N 1A1 Ph: (780) 674-2201 Fax: (780) 674-4408

Email: <a href="mailto:credit@pwcoop.ca">credit@pwcoop.ca</a>

PERSONAL/FARM Application	n for Credit	Date:			Me	mber #: _		
Applicant's Name:								
Address:		Town:			Postal	Code:		
Phone: ( )	Fax: ( )		Email:					
Birthdate:	SIN#:			Amou	nt of Cred	lit Required	:\$	
Required Charging Privileges: H	omecenter 🛭 💮 Bulk F	uel 🛘	Cardlock	☐ Pr	opane	□ Ph	armacy 🛭	]
Co-applicant's Name: (if applicable)								
Birthdate: SIN #	t: Relations	hip: Spo	ouse		Other _			
Applicant's Employer or Source of In	come:							
Address:	City:		Postal Code:		Phone:	( )		
Occupation:	Annual Income:	\$		How Long?		years	·	months
Complete This Portion For Non-Corp	orate Farm use:							
Legal Land Description: Sec Tw	p Range W of	Meridia	an Gate Sign #:					
Acres Farmed:		How Lo	ong Have You Fai	rmed?				
Dyed Fuel Permit #:	Expiry [	Date:						
References:								
Bank:		Branch	:					
Contact: Phone:	( )	Fax: (	)		Em	ail:		
Credit Cards:								
Issued By:		Amour	nt Owing: \$					
Issued By:		Amour	nt Owing: \$					
I/We(Name of Ar	nnlicant)	and		(N:	ame of Co	o-Applicant)		
(Hereinafter referred to as the custo currently made. I/We certify that the household or non-corporate farming application. If this credit application i replacements which the Co-op sends am/are co-customer(s)/co-purchaser you paid for your account with respe payment net 30 days following purch responsibility for any costs incurred t yourselves obtaining any personal creenforcement agency.	above information is correct. purposes. I am/We are at least accepted, I/We are bound be me. I/We have retained a cope s and will be personally respoct any order now or hereafter ase, to pay 2% interest and second collection of account it is edit information through any second collection.	I/We cer ast the min y the Co- by of the Co- nsible for made by ervice cha ncluding li- credit bur	tify that I am/we nimum adult age op's Credit Agree Credit Agreemen any and all debt the customer. I/ rges per month ( egal fees. For the eau, credit repo	e are entering to a recommend the comment and Statement and Statement and Statement and Statement are the commend to the comment of the comme	this agree tand the tement o ent of Disc Il jointly a ree to pa m) on ov this credit governme	ement prima Co-op may a f Disclosure closure. I/we nd severally our accour erdue accou I/we fully o nt registry,	arily for per accept or re and any are acknowled indemnifor the within yours and I/ve consent and private reg	rsonal, family, eject this mendments or edge that I/we y you, and see our terms of we assure full d authorize gistry or civil
Dated atin s	the Province of	th	IIS	day of		2	20	
(Applicant) (Print Name)	(Co-Applicant) (Print Name)				(Witness) (Print Nar			
FOR OFFICE USE ONLY:								
Member Number	Date Approved		Credit Limit			Signature		



P.O. Box 4040, Barrhead, Alberta T7N 1A1 Ph: (780) 674-2201 Fax: (780) 674-4408

Email: <a href="mailto:credit@pwcoop.ca">credit@pwcoop.ca</a>

#### **Credit Agreement and Statement of Disclosure**

In consideration of the Co-op accepting your credit application, which forms part of this agreement, and opening an account in your name and, when applicable, issuing a service card the "card") to you and to the co-applicants, if requested, you agree to the credit terms set out below.

#### 1. Types of Credit Accounts/Use of the Card

- (1) Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- (2) The Card may be used to buy goods and services available on credit on these accounts from the Co-op.
- (3) The Card is the property of the Co-op. It is not transferable. You will immediately return all Cards if requested.
- (4) Upon cancellation or expiry, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.
- (5) The Co-op has the right to cancel your credit accounts and the Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent. (6) You may make enquiries about your accounts during the Co-op's ordinary business hours by a local or collect call to the telephone number set out above.

#### 2. Credit Limit

- (1) The Co-op will advise you of your credit limit (the "Limit" by letter or in your first statement after acceptance of your credit application. The Limit may be increased or decreased at any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify.
- (2) You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the Coop, in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this agreement apply to those amounts in excess of the Limit.

#### 3. Billing

- (1) The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any previous unpaid balance. Co-applicants and co-applicant cardholders will not receive statements.
- (2) Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to pay as if the sales receipt was signed by you.
- (3) If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- (4) Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount to which it relates to the Co-op in accordance with this agreement.

#### 4. Interest and Payment

purchases to be billed.

- (1) You agree to perform promptly all your obligations under this agreement.
- (2) You agree to pay the amount due in full on or before the due date appearing on each statement sent by the Coop to you.
- (3) You have the right to prepay the entire balance in full or in part without charge.
- (4) You agree to pay interest to the Co-op on all past due amounts at the annual rate of 24%, both before and after demand, default and judgment. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date. (5) Payments will be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and



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Email: <a href="mailto:credit@pwcoop.ca">credit@pwcoop.ca</a>

- (6) You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the Co-op.
- (7) In addition to the amounts otherwise payable under this agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonoured.
- (8) Payments must be made only by cash, cheque, debit card or money order, or by other arrangement authorized by the Co-op.

#### 5. Default

- (1) You will be in default if any of the following occurs:
- (a) you do not make a payment when due;
- (b) a bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets are seized;
- (c) you have made a false or misleading representation on your Credit Application;
- (d) you die;
- (e) you breach any of your other agreements in this agreement;
- (f) if the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments, is impaired.
- (2) Upon your default, the Co-op has the remedies in this agreement and at law. The Co-op may immediately suspend or cancel your privilege to obtain credit. The outstanding balance in your accounts will become due and payable ten days from the date the Co-op's written notice of the default or other event is sent to you.
- (3) You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this agreement.
- (4) You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing to the Co-op under this agreement or on the judgment.
- **6. Cancellation.** You may cancel this agreement at any time by written notice.
- 7. Amendments. The Co-op may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you

cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

**8. Notices.** Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the Co-op's files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7th day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant cardholder is considered notice to all.

#### 9. Lost or Stolen Card(s)

- (1) Where the Card(s) used in connection with your account is (are) lost or stolen, you agree to notify the Coop promptly, in writing.
- (2) You are responsible to pay for all product and services charged to your account until you have notified the Co-op as required.

#### 10. Co-applicants

- (1) Where a co-applicant signed the credit application with you, the terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.
- (2) Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- (3) Where you have designated co-applicant cardholder(s), you are responsible to the Co-op for all transactions made by co-applicant cardholder(s) with their Card(s).

#### 11. Miscellaneous

- (1) If any part of this agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this agreement.
- (2) This agreement will be governed by the laws of the Province in which the Co-op is situated.
- (3) You acknowledge receipt of a copy of this agreement at the time of signing Credit Application and before the extension of any credit or the use of the accounts

I have read the above Credit Agreement and Statement of Disclosure.

Applicant Initial
Co-Applicant Initial

# **CO-OP®** Cardlock Cardholder Application

Name of Applicant		For Office U	Jse Only	
Address of Applicant_	Date			
Applicant's Phone No.	Address of Co-op			
Dyed Fuel Permit(s) # Prov			Dept	
#Prov				
E-mail Address Fax #	Co-op Cardlock No.			
CARD SPECIFICATIONS REQUESTED:		Clear	Dyed	
TYPE OF CARD ☐ LOCAL ☐ SYSTEM WIDE	PRODUCTS:		☐ REGULAR	
NO. OF CARDS			☐ MIDGRADE	
MAX. LITRE FILL TO CONFIRM			☐ PREMIUM	
UNIT NUMBERS REQUESTEDYES			_ □ DIESEL	
ODOMETER READING REQUESTED YES				
Please read the following and sign.				<u>-</u>
I apply for a cardlock card(s) (the "Card") of the local or system-CO-OP Cardlock System.	-wide type, as indicated ab	ove, for the	purchase of petroleum	fuel in the
2. I agree to complete and sign the necessary account application for	m.			
3. I hereby confirm that I have been provided a copy of the Cardloc unequivocally confirm that I accept all terms and conditions cont reviewed paragraph 6 of the cardlock user agreement and fully incurred as against my cardlock card regardless of whether the charge.	ained therein. In particular, and unequivocally confirm t	I acknowled hat I shall b	dge that I have carefully e fully responsible for a	y read and
Signed.				
<b>4.</b> I will not purchase marked fuel in a province where I do not have a that I will be charged the clear fuel price (inclusive of all taxes). I provincial fuel tax act(s).				
<b>5. For Manitoba users of marked fuel:</b> As the purchaser of marker fuel must be purchased solely for the purposes authorized under <i>T</i>				
SIGNING BY CORPORATE APPLICANT				
Full Corporate Name				
	By:			
By:Authorized Signature	Authorized Signat	ure		
Title:	Title:			
Date:	Date:			
SIGNING BY APPLICANT WHO IS AN INDIVIDUAL OR PAR	TNERSHIP			
1	SIGNED AND DELIVERED	in the prese	nce of:	
Signature of Sole Proprietor or Partner				
S	ignature of Witness			
Signature of Partner	-			
P	rint Name of Witness			
Signature of Partner				

# CO-OP FUEL MANAGEMENT SYSTEM



#### CARDLOCK USER AGREEMENT

The following are the terms and conditions of the agreement between Federated Co-operatives Limited ("FCL"), the person (the "Customer") to whom the enclosed cardlock card(s) (the "Card") is issued and the retail co-operative (the "Co-op") from which the Customer received the Card. The use by the Customer of the Card indicates the Customer's acceptance of these terms and conditions.

- Ownership of the Card at all times remains in the Co-op, and the Co-op, or its agent, may retake possession of the Card at any time on or after termination of this agreement. Upon termination of this agreement, the Customer must return the Card to the Co-op.
- 2. The term of this agreement is one year commencing on the date the Card is first used by the Customer. This agreement will be automatically renewed for successive one-year terms subject to the various termination rights set out. The Customer may terminate this agreement by giving written notice of termination to the Co-op at any time. The Co-op may terminate this agreement at any time on 30 days written notice to the Customer.
- 3. If the Customer has more than one Card, the Customer is responsible for all purchases made using the cards provided.
- 4. The Customer may use the Card to obtain the petroleum products for which the Card is authorized from pumps (the "Pumps") in the CO-OP and TEMPO Cardlock network from time to time. The dispensing equipment is to be used by trained cardholders only, and is not open for the use of the general public.
- The prices to be paid for petroleum products purchased through the Co-op's Pumps using the Card will be the prices established by the Co-op for the Customer. The Co-op prices may be changed by the Co-op from time to time.
- 6. The Customer agrees to pay for all petroleum products recorded by the Pumps to the Customer's account number until WRITTEN notice of loss of the Card is received by the Co-op. The Customer shall be fully and completely responsible for all such charges to the Card, regardless of how such charges have been incurred or by whom. Notice to the Co-op, as defined in this paragraph, shall only be effective, and thereby relieve the customer of any liability for further charges, when such written notice is actually received by the Co-op.

The customer confirms and agrees that he/she/it is fully and unequivocally responsible for the safe guarding of its PIN number and assumes all and complete liability for its safe keeping and use with the cardlock card. The customer agrees that it must not disclose its security (PIN) number and is fully responsible for the security of it. In particular, the customer unequivocally covenants and agrees not to write the PIN number on the card and shall assume full and complete responsibility for the security of both the Card and PIN number.

		niiiai.
Date:		
Printed Name:		
Signed:		
_	(Applicant)	

7. All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full in accordance with the Co-op's credit terms. Purchases of petroleum products from FCL, other retail co-operatives and TEMPO dealers are payable in full each month. If the Customer fails to pay its account(s) within the credit terms, the Customer agrees to pay interest at the rate set from time to time by the Co-op or FCL, or both as the case may be, on the balance of the account(s) from the statement date upon which the invoice(s) appeared until payment is received by the Co-op or FCL, or both, as the case may be. By example if the Co-op's or FCL's interest rate for a 30 day account was 2% per month (24% per year) charged monthly it would have an effective rate of 26.8% per year. The Co-op or FCL,

- or both, as the case may be will advise the Customer of the actual interest rate and of any changes in its interest rate as required by law. The Co-op may suspend or limit the right of the Customer to use the Card until payment has been received by the Co-op or FCL, or both, as the case may be. The Co-op has the right to terminate this agreement immediately and without notice to the Customer if any payment to the Co-op or FCL is not made when due. Payments which do not retire the account in full will be applied first to the interest and secondly to reduce the principal outstanding. If the Customer's account with FCL is past due, FCL will transfer the balance of the account to the Co-op. The Customer agrees to pay all costs and expenses incurred by the Co-op in the collection of any past due account including legal fees on a solicitor-and-client basis.
- Co-op patronage will be paid only on petroleum products purchased at the Co-op's own cardlock and will be subject to the provisions of the Co-op's patronage policy.
- 9. The Co-op has the right at any time to change the access mechanism or codes at the Pump. If the Customer is in default under this agreement or becomes insolvent or bankrupt, the Co-op may terminate this agreement immediately.
- 10. Neither FCL nor the Co-op nor any retail co-operative nor any TEMPO dealer is liable to the Customer for any inability by the Customer to obtain petroleum products for any reason whatsoever.
- 11. All notices required to be sent by the customer to the Co-op must be sent by any two of the following methods: phoning, by fax, by email or by registered mail communication or by personal delivery all to the attention of the petroleum department of the Co-op. The Co-op may provide notices to the Customer by phone, fax, email or mail to the Customer's numbers or address as shown on their account application. The parties agree to notify each other of changes in their telephone, fax and email numbers and address.
- 12. If the Customer wishes to obtain additional or amended cards, it may make a verbal request to the Co-op, and, if issued, those additional or amended cards will be subject to the terms and conditions of this agreement even though they were not delivered with this agreement.
- 13. The customer acknowledges that it has received instructions in (a) the means of activating dispensing equipment using the Card; (b) the proper operation of the dispensing equipment; and (c) the location and proper use of the emergency shut-off switches and the fire extinguisher. The dispensing equipment at a cardlock is to be used by trained cardholders only, and is not open for use by the general public.
- 14. The Customer agrees that it and every person to whom the Customer gives a Card: (a) will not leave the dispensing equipment unattended at any time while it is being operated; (b) will control sources of ignition; and (c) will not dispense petroleum products into containers which do not comply with fire regulations.
- 15. The customer agrees to indemnify FCL, and the owner of the site from which petroleum products are dispensed using the Card against all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigating and defending them including legal fees on a solicitor-and-client basis, arising from the use of the Card or the dispensing equipment, including injury to a person or persons, including death and property damage including environmental contamination of soil or groundwater.
- 16. The Co-op may vary the terms on which the Card is to be used at any time by notice to the Customer. Any use of the Card after notice of a change is subject to the varied terms.



Membership #		
Name		
First Name		Last Name
Company Name		
Email Address		
_	I statement will replace yo eive both a mailed and em	our printed statement. There is no option mailed statement.
Please also keep me up Co-op featuring news a		onal emails from Pembina West ons relating to:
	and producers  & hardware  ce  Co-op to send my ac	account statements and related nal messaging, to the above noted
Signature		Date
INTERNAL USE	Date	Initials
Statements Mailing List		



## **Payor's PAD Agreement**

#### **INSTRUCTIONS**

- The Payee must retain this PAD Agreement for at least 12 months after the last Pre-Authorized Debit (PAD) is issued.
- The Payee can obtain the transaction type code from the Payments Canada website. See Payments Canada Rule 007, Standards for the Exchange of Financial Data on AFT Files.

5. The rayee will i	insert tile Hulli	ber of days required to cancer a pay	ment in the	Call	icei r	ayınıc	iii Sei	CLIOIT	(cai	ii iOt (	EVOC	;u 30 (	Jays).	
PAYOR/PAYEE INFOR	RMATION (MANDA	ATORY)												
Account Holder(s) N	ame(s) and Ad	ddress(es) (the "Payor")												
NAME														
ADDRESS														
CITY		PROVINCE					P	OSTA	L COI	DE _				
PHONE		FAX				EMAI	IL							
Payee Name and Ac	ddress (the "Pa	ayee") 🛘 same as Payor												
ADDRESS														
		PROVINCE					P	OSTA	L COI	DE _				
PHONE		EMAIL												
PAYMENT DETAILS	☐ Specime	n cheque marked "VOID" attached.												
DESCRIPTION OF PAD (optional)		PAYMENT TYPE (choose one only)	PAYOR ACCO			-				Institut	ion; the	"Account	:")	
		☐ Business PAD	Institution	Br	ranch I	I.D.	. A	ccoun	t No.					
		☐ Funds Transfer PAD	0							Ш				
AMOUNT OF PAYMENT  Fixed	DATES	kly beginning	PAYOR FINAN	CIAL	INST	ITUTIO	N – NAN	IE AN	D AD	DRES	S (the	"Process	ing Instit	lution")
\$		eekly beginning												
		thly beginning												
☐ Variable:	☐ Othe	er (specify intervals, set dates, or specific act, event, or other criteria that triggers PAD)												
Maximum Amount														
\$			PAYEE ACCO	JNT (	(Payee'	's accoun	t for credi	t - comp	olete if	known	i.)			
	☐ Spor	radic												
account agreement debited the Account section of this PAD.  By signing this Auth	ze Payee, in a with Processi t for the purpo Agreement. orization, the I	accordance with the terms of my/oung Institution, to debit or cause to boses indicated in the 'Payment Type Payor acknowledges having of this PAD Agreement, including the	e condition terms ar condition	ns of id co ns oi	f this onditi n pag t and	PAD / ons of ge 2.	Agreer f this P antee tl	nent, AD A	and Agree	l agre emer ersor	ees to nt, inc n(s) w	be be cluding hose	ound the the signar	by the terms and ture(s) are
X														
Payor Signature X							D	ate						
Payor Signature	- ii	Account they subverse Development deime the	16 (		_:	· · · · · · · · · · · · · · · · · · ·		ate	- 1 11-	<i>1</i>				
	•	e Account, then only one Payor need sign. Ho ES NOT APPLY TO SPORADIC PADS)	wever, ii two or i	nore	sigriai	ures are	e require	a, iner	ווטטוו	i or all	Payor	s must s	sign.	
I/We waive any and	l all requireme	ents for pre-notification of debitin nge in any applicable tax rate, top				t limit	ation,	pre-r	notif	icati	on of	f any (	chanç	ges in the
X			X											
Payor Signature			Payor Sign	ature										
	•	cancel this authorization at any time (	DAYS NOT	ICE IS	REQUI	IRED <b>BEF</b>	ORE THE	NEXT I	PAD W	'ILL BE	ISSUED	. CANNO	T EXCE	ED 30 DAYS)
X														
Payor Signature							Da	ate						
X														
Payor Signature							Da	ate						

#### **TERMS AND CONDITIONS**

- This Agreement is subject to any and all applicable laws, including without limitations, any and all applicable laws relating to consumer protection.
- 2. Particulars of the Account that Payee is authorized to debit are indicated in the "Payment Details" section on page 1 of this Agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this Authorization.
- 3. I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.
- 4. This Authorization is continuing but may be cancelled at any time upon notice being provided by me/us, either in writing or orally, with proper authorization to verify my/our identity within the specified number of days before the next PAD is to be issued as noted on Page 1, Cancel Payment section. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting www.payments.ca.

I/we acknowledge that if I/we wish to cancel this Authorization or if I/we have any questions or need further information with respect to a PAD, I/we can contact the Payee at the telephone number or address set out in this PAD Agreement.

- Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- I/We acknowledge that provision and delivery of this Authorization to Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Payee constitutes delivery by the Payor.
- 7. If this Authorization is for fixed or variable amount business, personal or funds transfer PADs recurring at set intervals, unless I/ we have waived any and all requirements for pre-notification of debiting in the "Waiver of pre-notification" section on page 1 of this Agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to, telephone instructions or other remote measures), I/we acknowledge I/we will receive:
  - (a) with respect to fixed amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s): or
  - (b) with respect to variable amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD; or
  - (c) with respect to business, personal or funds transfer PADs, at least 10 calendar days written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.

Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/we have provided an email address to the Payee, includes an electronic document.

The amount of pre-notification provided will change when there is a change in the pre-notification requirements contained in the Payments Canada Rules.

- 8. If this Authorization provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.
- I/We acknowledge that Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
- 10. I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Payee as a condition to honouring a PAD issued or caused to be issued by Payee on the Account.
- 11. I/We acknowledge that, if this Authorization is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
  - (a) the PAD was not drawn in accordance with this Authorization;
  - (b) this Authorization was revoked; or
  - (c) pre-notification was required and was not received.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or funds transfer PAD that has recourse through the clearing system or, in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.

- 12. I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and the Payee and there is no entitlement to reimbursement from the Processing Institution.
- 13. I/We acknowledge and agree that if this Authorization is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.
- 14. Unless this Authorization is for a funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit www.payments.ca.
- 15. I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
- 16. I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of Payments Canada.