

Digital Access Agreement



Shinhan Bank
Canada

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DIGITAL ACCESS AGREEMENT

This SHBC Digital Access Agreement governs your use of Bank products or services provided by us, now or in the future, that we allow you to access through a Digital Access Device, including features, functionality, content and information accessed through our Online Banking (collectively, the Digital Services).

1. Definitions

- **"Account"** means a deposit account or loan account that you have, alone or with others, with us at this time or at any time in the future.
- **"Agreement"** means this Digital Access Agreement, as amended from time to time.
- **"Authorization Credentials"** means the information the Bank uses for authentication purposes for you to access the Digital Services, and may include a Password used with your User ID, passcode, e-signature, or such other identification or contact information as the Bank may determine from time to time.
- **"Digital Access Device"** means any compatible Mobile Device, personal computer, telephone, cell phone, personal digital assistant, or any other permitted electronic device, including wireless devices, used to access the Digital Services.
- **"Digital Services"** means Bank products or services provided by us, now or in the future, that we allow you to access through a Digital Access Device, including features, functionality, content and information accessed through our Online Banking.
- **"Fee Schedule"** means the list of fees described in Shinhan Bank Canada's Personal and Business Banking Agreements, that is also available at SHBC's branches or on our website as amended from time to time.
- **"Mobile Banking"** means access to products, services, features, functionality, content and information through our Mobile App.
- **"Mobile Banking Application" or "Mobile App"** means the SHBC mobile banking application Software downloaded to your Mobile Device from the applicable app store.
- **"Mobile Device"** means a compatible internet-enabled smart phone, tablet or any other wireless mobile computing device that we allow you to use to access the Mobile Banking Application.
- **"Online Banking"** means SHBC financial services accessible through the SHBC websites and the SHBC mobile app, where you may access Account information and make electronic transactions. It includes Mobile Banking.
- **"Password"** means a confidential combination of numbers and/or letters selected by you and each customer to log into the Digital Services.
- **"Personal Identification Number" or "PIN"** means the confidential combination of numbers selected by you to use with your Card.
- **"Shinhan Access Card" or "Card"** means the client card issued to you by SHBC for you to perform transactions at ATMs and branches, Interac debits and transactions for retail purchases from the Account, and any other transactions from the Account. It may be commonly referred to as a debit card, and includes the use of the number on the client card alone.
- **"Software"** means any application we make available for download to use the Digital Services including, without limitation, the Mobile Banking Application.
- **"Third Party Services"** means any services provided by a Third Party Service Provider.
- **"Third Party Service Provider"** means a third party retained by the Bank to act on the Bank's behalf to provide, or to assist in providing, the Digital Services; or whose services are made available through the Digital Services.
- **"User ID"** means a combination of numbers and/or letters that you to select to identify yourself in connection with the Digital Services.

- "SHBC", and "Bank", "We", "Us" and "Our" means Shinhan Bank Canada, including any of our successors, assigns, agents and legal representatives.
- "Website" means the website operated by SHBC, an SHBC affiliate or a Third Party Service Provider through which customers sign in to and/or access Online Banking.
- "You" and "your" means the person who has registered for a Digital Service.

2. General

The terms of this Agreement apply to all current Digital Services and also all new Digital Services. By registering for a Digital Service you confirm that you have received and read this Agreement and that you agree with, and are bound by, its terms. A description of certain Digital Services and additional terms and conditions that apply to them are set out in Schedule A.

You will not use the Digital Services for illegal, fraudulent, malicious or defamatory purposes or take any steps which could undermine the security or integrity of any Digital Services, or cause harm or threaten to harm SHBC and any other users of the Digital Services.

You agree to provide true, accurate and complete information about yourself, and, if necessary, your accounts at other financial institutions.

This Agreement incorporates by reference those provisions of other agreements you have already agreed to in relation to the Digital Services and your consent contained in those agreements to the receipt of electronic documents. Such other agreements may include:

- Personal Banking Agreement
- Business Banking Agreement
- Cardholder Agreement
- Electronic Communication Agreement
- other agreements we have for services that govern the access and use of your Account.

If there is a conflict between a term in another agreement and this Agreement, the other agreement will prevail to the extent necessary to resolve the conflict.

This Agreement will apply from the date that we receive your consent to use the Digital Services or the date you first access the Digital Services until it is terminated under the section titled "Termination of Agreement".

3. Security of your Authorization Credentials

You are responsible for maintaining the confidentiality and safekeeping of your Authorization Credentials. Your responsibilities include:

- keeping your Digital Access Device in your possession, in a safe place and not letting anyone else use it;
- keeping your Authorization Credentials confidential;
- selecting Authorization Credentials that cannot be easily guessed;
- not disclosing your Authorization Credentials to anyone else at any time, including any family member, friend, or SHBC employee;
- taking all reasonable precautions to ensure that no one else sees or learns of your Authorization Credentials;
- not storing your Authorization Credentials on your Digital Access Device, except through secure means such as a secure password manager using biometric authentication provided by the Platform provider for your Mobile Device or by another reputable developer;

- not responding to text messages, pop-ups, emails or other Internet requests asking you for your Authorization Credentials, your Account information or other related information (even if such messages appear to be from SHBC);
- enabling the locking feature on your Digital Access Device;
- using your own private wireless data connection, and avoiding use of public Wi-Fi services, when you are using the Digital Services;
- always signing out or logging out of a Digital Services session using the applicable sign out or log out function; and
- complying with the terms of any technical and security requirements we establish from time to time.

4. Lost, Stolen or Compromised Authorization Credentials

You will notify us immediately if:

- Your Authorization Credentials have, or you suspect that they have, become known to someone else or have otherwise been compromised; or
- Someone else has, or you suspect that someone else has, used your Authorization Credentials.

You can reach us during regular business hours at 1-416-250-3500, or at your branch.

In addition to notifying us, you must also immediately change your Authorization Credentials. Authorization Credentials can be changed via Online Banking.

5. Fees

You will pay all fees and other charges that apply to the Digital Services. We may debit any applicable fees or charges from your Account at the time they are incurred. Fees and service charges are subject to change from time to time and we will give you prior notice of any changes, in accordance with applicable law. These fees and service charges are in addition to any other service charges or fees that may apply to an Account. Please see SHBC's Fee Schedule, which is available on the SHBC website and in our branches for up-to-date information on our fees.

Third Party Service Providers may charge additional fees for services provided by such Third Party Service Providers. SHBC is not responsible for these fees.

You acknowledge that, in addition to all fees, charges, terms and conditions set forth in this Agreement, your Accounts are also subject to all fees, charges, terms and conditions set forth in any other agreements and documentation applicable to your Accounts and/or your use of the Digital Services.

6. Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of, and your transactions using, the Digital Services, without prior notice to you. You may obtain information about the limits that apply to the Digital Services and your accounts or request to change and manage these limits by contacting your branch or via Online Banking.

7. Your Liability

You are liable for all debits, withdrawals, deposits, transactions, advances, other Account activity and losses resulting from use of the Digital Services, including:

- all authorized transactions, which means transactions in which the Authorization Credentials were used by you or by persons to whom you have made your Authorization Credentials available;
- any error or fraudulent use of the Authorization Credentials by you, or authorized by you, including any errors or fraudulent or worthless deposit or other transaction using the Digital Services;
- failing to comply with your obligations to protect your Authorization Credentials as described above under the heading “Security of your Authorization Credentials” or if you did not otherwise take reasonable steps that could have prevented the loss;
- failing to notify us immediately if you become aware of the occurrence of any event set out above under the heading “Lost, Stolen or Compromised Authorization Credentials”; and
- any other failure by you to comply with any of the obligations under this Agreement.

8. Our Liability

We are not liable to you for any delay, loss, damage or expense that you incur or any inconvenience which results from our providing or failing to provide any service, except where such losses result from willful misconduct, fraud or gross negligence by the Bank.

We are not responsible for damages arising from your acts or omissions or those of any third party, nor for any accident, act of aggression, theft, loss or damage you may suffer while using Digital Services or other services. To the extent that we may be liable to you, we will only be liable for direct damages. To the extent not prohibited by law, in no event, even if we are negligent, will we be liable to you for any incidental, special, indirect, consequential or punitive damages, including, but not limited to, damages for lost profits, lost or damaged or corrupted data, business interruption or any other commercial damages or losses arising out of or related to your use of any service, however caused and regardless of the basis of the cause of action. These limitations apply to any act or omission of SHBC, its affiliates, agents, Third Party Service providers or other suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law, even if we have been previously advised of the possibility of such damages.

We are not liable to you for any damages arising from sensitive banking information appearing on your Digital Access Device, whether or not the screen is locked. For clarity, you are responsible for ensuring such information is not accessible by any other person even if such access does not require unlocking the screen.

For greater certainty, we will not be liable for any loss or damage suffered by you that is caused by:

- the actions and/or inaction of a third party or Third Party Service Provider;
- mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in any data or information given by you and any data or information provided to you by any third party;
- delays, errors, interruptions or failures by us to perform or fulfill any of our obligations to you due to any cause beyond our control, including system malfunctions and technical failures;
- unsecured communication being inaccurate, intercepted, reviewed or altered by any third party; or
- any delay or inability to access or use the Digital Services or Third Party Services (including any charges such as late fees or additional interest you may have to pay to a Third Party Service Provider or other third party), regardless of any system outage, network failure or any other cause.

Notwithstanding the above, we will reimburse you for monetary losses to your Account(s) resulting directly from transactions processed after you have notified us and provided we confirm receipt of your notice that any of your Authorization Credentials may have become compromised.

Our liability is subject to the limitations set forth in this section “Our Liability”, any other section of this Agreement, and any other applicable agreements.

9. Indemnities

Except with respect to claims, costs and liabilities arising because of our willful misconduct, fraud or gross negligence, you will indemnify and hold us harmless against all losses and expenses that we, as the case may be, incur, sustain, suffer or are likely to suffer in connection with our execution of your instructions.

This includes all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence of or by reason of providing a Digital Service or your breach of the terms and conditions of this Agreement.

10. Accepting Our Records

You must ensure that you check your Account at least monthly, including any statements, to verify that all transactions have been properly recorded and that you have not been the victim of fraud. Our records respecting a Digital Services transaction, and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within the applicable time period for your particular Account and recordkeeping option.

You agree that electronic data and records will be admissible as conclusive evidence of the contents to the same extent as that of original paper documents.

11. Changing or Cancelling Services

We may at any time, without notice, cancel or vary the whole or any part of the Digital Services (including technical and security requirements as well as functionality and features).

No Digital Services transactions will be processed after cancellation of the applicable Digital Service.

12. Privacy

By using the Digital Services, you consent to the collection, use and disclosure of your personal information as described in our Privacy Code. Our Privacy Code may be amended, replaced or supplemented from time to time.

We may collect your online activity information through your use of the Digital Services, as detailed under “Cookies” below and in our Privacy Code. This information may be used together with other personal information we have about you to gather data about Digital Service functionality, to provide you with a customized experience, to assess the effectiveness of certain online promotions and to communicate information about products and services that are of interest to you.

We may collect, use, and share your data, including cookie data, to enhance your online experience, deliver tailored marketing communications, and improve our services. Where applicable, we may share anonymized or aggregated data with trusted third-party service providers who assist us in these efforts. These third parties are bound by strict confidentiality agreements and are authorized to use your information only for the purposes specified. You may withdraw your consent for marketing-related activities at any time by updating your preferences through your Mobile Banking or by contacting us.

13. Further Provisions Regarding the Digital Services

Mobile Banking. You agree that you have the authority to accept these Terms and Conditions and download the Mobile Banking Application, either personally or on behalf of a SHBC customer who has access to this mobile device.

Some features and services may differ between the Mobile Banking Application and Online Banking (this may include news and notices, legal and privacy terms, links, bills, statements, and complete transaction and account information).

You agree that you will not install software onto your Mobile Device that you are not familiar with or attempt to defeat or circumvent the security features of your Mobile Device. You agree to log off of Mobile Banking at the completion of your session.

The Mobile Banking Application will be provided in English and Korean.

Electronic Alerts and Notices: If you have registered for alerts and set up your alerts settings with us to receive alerts via email or mobile push notifications, we will send alerts in the manner you have selected. You are responsible for ensuring that the email address or cell phone number you provide to us is accurate and up to date at all times. You may delete all or selected alerts at any time. You acknowledge that the alerts may be delayed, lost, intercepted, reviewed or altered by third parties.

Alerts are unsecure and unencrypted and can be read by others if you allow them to access your email account or to view your Digital Access Device. Although we will partially mask your Card and Account numbers, information about your Account may be included in an alert, like your account balance and transaction amounts. We do not charge for alerts, but standard message and data rates may be charged by your mobile carrier. We provide alerts for convenience and information purposes only. If you register for the alerts and you dispose of your Mobile Device or change your mobile phone number, you are responsible for notifying us of the change and deleting the device as a delivery method for the alerts. Alerts may not be available for use outside of Canada.

Any notice we are required to provide to you under this Agreement may be given to you through a Digital Access Device, on our website, a pop-up window in Online Banking, an in-app notification, or by sending an email message to you at the last email address we have for you on our records, a text message to your Mobile Device at the last number we have for you on our records, or an instant message to the last instant message contact information we have for you on our records. You may send us notice in accordance with our Personal Banking Agreement.

Cookies and Tracking Technologies. When you use a Digital Service on your Digital Access Device, including when you log-in to Online Banking, we may collect information about your Digital Access Device including IP address, operating system, model, name of your wireless carrier/internet service provider, settings, and locational data, as well as personal information such as transaction data, online activity, and use of the Digital Services. Some of this information is collected via a "cookie", which is a piece of data that a web server creates when you visit a website. This data is typically encoded information about how and when you use a website or a mobile app. It may be placed on your Digital Access Device in the form of a small text file.

You may withhold consent to the collection, use and disclosure of this information, although in some cases this may reduce the functionality of, or may prevent you from effectively using, some Digital Services.

Carrier Plan(s). You acknowledge that your use of the Digital Services may incur charges for the connectivity associated with your Digital Access Device (including any Mobile Device) and that you are responsible for such charges.

Operating Systems, Browsers, Mobile Devices and Computer Hardware. While we aim to support the use of the Digital Services that we provide on most popular operating systems, browsers, Mobile Devices, and computer hardware available in Canada (collectively, **Platforms**), we have no obligation to support, or continue to support, the use of these Digital Services on all Platforms. You are responsible for keeping your Platforms up to date.

Software. If you download our Software to use Digital Services, the following terms apply:

- we grant you a non-exclusive, non-transferable license for the Software for individual use only. The license authorizes you to use the Software only in object code format and only for the purpose of using Digital Services on certain Digital Access Devices;
- we retain all ownership rights, including copyright in the Software;
- we have no obligation to provide any training, maintenance, or other assistance for the Software;
- we may terminate the terms relating to the Software at any time with prior notice to you. Upon termination, you will delete all copies of the Software or of any documentation for it in your possession;
- we may use Third Party Service Providers to assist us in providing Software;
- you will not:
 - disclose or distribute the Software to third parties;
 - alter, modify, adapt or translate the whole or any part of the Digital Services or the Software, nor will you duplicate, disseminate, reverse engineer, disassemble, or decompile, or disable any features, merge with other software, tamper with proprietary labels, or otherwise derive the source code for the Software or components thereof, in whole or in part;
 - cause damage to any of the websites, servers, systems or equipment used in the provision of the Digital Services including those of any third party, and you may not access or attempt to access any user data or to penetrate any of the security measures relating to the Digital Services; and
- by choosing to install Software such as our Mobile Banking Application on your Digital Access Device for the purpose of accessing Mobile Banking, you consent to the installation of Software and any future updates or upgrades to the Software and you consent to the Software functions including accessing recipient information from your contact list.

Should you fail to comply with any of the above requirements you will be responsible for any and all related losses and you will indemnify and hold us, our affiliates and licensors harmless from any and all alleged, threatened or actual claims in respect thereof.

No Warranty. The Digital Services and Software are provided “as is” and “as available” with all faults and without any warranty of any kind and we hereby disclaim all warranties and conditions with respect to the Digital Services and Software including, but not limited to, any express or implied warranty and/or conditions and/or any other term regarding merchantability or fitness for a particular purpose or non-infringement. We provide no warranty that the Digital Services or Software will meet your requirements or that the operation of the Digital Services or Software will be uninterrupted or error free or that any defects in the Software will be corrected by us, or that your transmissions will not be misdirected or intercepted.

Intellectual Property. As between you and the Bank, we are the owner of all intellectual property rights in and to and related to the Digital Services (**Intellectual Property**). Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, and HTML codes appearing on our Digital Services are our property. Without our express written permission, Intellectual Property may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except as required, only for personal use, to view, print or archive of electronic copies of your Digital Service activities, in accordance with the terms of this Agreement and as we may further instruct you. Nothing in this Agreement is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

14. Changing the Terms of this Agreement

SHBC is entitled to change this Agreement or replace this Agreement with another agreement from time to time. SHBC will give you at least 30-days' notice that this Agreement will be changed in advance of the effective date. We will notify you of the changes to the terms of this Agreement by any method allowed by applicable law, which may include:

- placing a notice on your monthly statement;
- sending you a notice (written or electronic);
- posting a notice in our branches;
- displaying a notice at or near our ATMs;
- posting notice on our website; or
- via Online Banking

Your continued use of the Account or any other service with us, acknowledges that you agree to and accept the new terms and conditions of the Agreement and all agreements related to the Account or service as amended, modified or replaced.

You may refuse to agree to the changes by terminating this Agreement and closing your Account without any costs, penalty or cancellation fees, except for any amounts otherwise owed under this Agreement, by notifying us within 30 days of the effective date of the change.

15. Termination of Agreement

We may terminate this Agreement at any time upon ten (10) days' prior notice to you, or immediately and without notice in the case of your breach of this Agreement. We may immediately suspend your use of the Digital Services and/or terminate this Agreement if we have reason to suspect that you have used the Digital Services for fraudulent, illegal, or money laundering purposes, or if we are of the view that you have, in our sole discretion, misused the Digital Services.

You may terminate this Agreement by visiting your branch and giving us notice of termination, which termination will take effect on the day on which an Account billing cycle ends or 30 days after the notification is received, whichever is earlier.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of this Agreement.

17. Language

The party(ies) to this Agreement has/have requested that this document be drawn up in English.

Les parties ont demandé que ce contrat soit rédigé uniquement en anglais.

18. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the province or territory where the branch of Account is located and the laws of Canada, as applicable. If an application for an account is made electronically or your applications for accounts are made in multiple jurisdictions, this Agreement will be exclusively governed by the laws of the Province of Ontario and the laws of Canada, as applicable.

19. How Can You Contact Us?

Please let us know if you have any questions regarding the Digital Access Agreement. You can reach us at 1-416-250-3500 during regular business hours or contact your local branch.

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO INTERAC DIGITAL SERVICES

Interac e-Transfer†

1. Definitions

In connection with *Interac* e-Transfers:

- **"e-Transfer Request Money"** means a transfer of funds sent or received using the Service through the *Interac* e-Transfer system;
- **"Person"** means an individual, company, corporation, sole proprietor, partnership, trust or any other entity or organization or other body whatsoever, and includes a Shinhan Bank Canada customer;
- **"Recipient"** means a Person to whom the Sender is sending funds via *Interac* e-Transfer Request Money;
- **"Requestor"** means a Person who sends an *Interac* e-Transfer Request Money via *Interac* e-Transfer systems;
- **"Responder"** means a Person who fulfills or rejects an *Interac* e-Transfer Request Money;
- **"Sender"** means a Person who sends or requests funds via an *Interac* e-Transfer Request Money;
- **"e-Transfer Service"** means the SHBC *Interac* e-Transfer service, available to SHBC customers through Online Banking and Mobile Banking.

2. Your Obligations

To use the e-Transfer Service, you must:

- have access to one of Shinhan Bank's Digital Services;
- have sufficient funds in your designated Account to cover the amount of funds being transferred plus any applicable fees;
- as a Sender or Requestor, provide the Recipient or Responder's correct email address, mobile number or other contact information permitted by Interac Corp. with the Recipient or Responder's consent and update this information promptly, as applicable;
- as a Recipient or Responder, keep the answer to any Security Question and Answer confidential at all times, to use it only as required;
- notify us of any e-Transfer funds deposited in your Account, if you believe or reasonably ought to believe you were not the intended Recipient; and
- comply at all times with the technical and security requirements which may be established with respect to the e-Transfer Service and which are provided to you. These technical and service requirements may be modified or replaced from time to time.

You understand that the Bank, other participating financial institutions and/or Interac Corp. may impose limits (dollars, timeframes and otherwise), that apply to your use of the e-Transfer Service including, without limitation, on the amount of money that you are allowed to send and receive using the *Interac* e-Transfer Service. These limits are subject to change without prior notice to you and can be viewed on <https://shinhan.ca>

3. Security Question and Answer

Each time you send funds to a Recipient using the *Interac* e-Transfer Service, you may be required to create a security question (the Security Question) that will be used to authenticate the Recipient's identity. To prevent unauthorized access to the funds, the answer (the Answer) to the Security Question must be something known only to you and the Recipient.

After you, as a Sender, initiate an e-Transfer Request Money using the e-Transfer Service, we will withdraw the e-Transfer amount from your designated Account, as applicable, and Interac Corp. may send an email, text message or other message to the Recipient at the email address, mobile number or other permitted contact information that you provide. The email, text message or other permitted message may identify you as the Sender, and the e-Transfer amount sent or requested, the name of the Recipient, and that you are using the e-Transfer Service. In cases where a Security Question and Answer is used to authenticate the Recipient, we will hold the value of the e-Transfer until we receive notice that (i) the Recipient has correctly responded to the Security Question and claimed the e-Transfer or (ii) you cancel and reclaim the e-Transfer, whichever occurs earlier.

The Bank is not liable for any unauthorized deposit if you create a Security Question and Answer that someone other than the Recipient knows or is likely to know or can be easily guessed or obtained. The Bank will not be liable for losses incurred by Senders or Recipients as a result of the misuse, improper communication or improper disclosure of the Answer to the Security Question.

4. Initiating an e-Transfer Request

To send an e-Transfer Request Money, in the e-Transfer Service section of the Online Banking Services you must provide the Responder's email address, mobile number or other permitted information. After you initiate an e-Transfer Request Money, Interac Corp. will send an email, text message or other message to the Responder at the email address, mobile number or other permitted contact information that you provide. The email, text message or other permitted message may identify you as the Requestor, display the e-Transfer Request amount, and indicate that you are sending an e-Transfer Request Money.

5. Autodeposit Service

With the Autodeposit service, e-Transfer Request Money funds sent to you will be automatically deposited to your SHBC Account and you may not need to provide an Answer to a Security Question. To enable Autodeposit as a Recipient, you must register your email address.

If you send e-Transfer funds to a Person with Autodeposit enabled, you may not need to provide a Security Question.

6. Cancelled, Declined and Expired e-Transfer

A Sender may cancel an e-Transfer Request Money any time up to 30 days after it was initiated, provided that the funds have not already been deposited into the Recipient's deposit account whether at SHBC or another participating financial institution. Once a Recipient has deposited the money, or provided directions for the deposit of the money, you, the Sender, cannot reclaim the money through the e-Transfer Service. If your request to stop the e-Transfer Request Money is accepted, the amount of the e-Transfer Request Money will be deposited to your Account.

A Requestor may cancel an e-Transfer Request Money any time up to 30 days after it was initiated and before it has been fulfilled by the Responder.

If you send funds through an e-Transfer Request Money that is declined, cancelled or automatically expires, we will attempt to deposit the value of such e-Transfer back into the Account from which the funds originated. Additional charges may apply according to the SHBC Fee Schedule, available on our website and at your branch.

7. Availability of Funds

Funds sent by e-Transfer Request Money are generally available to the Recipient in real time upon receiving an email, text or instant message notification that funds have been transferred to him or her through the e-Transfer Service, provided the Recipient chooses to receive the funds through a participating financial institution. However, the Bank makes no representations regarding the maximum time to complete an e-Transfer Request Money.

A Recipient has thirty (30) days from the date an e-Transfer Request Money is initiated by a Sender to claim the funds transferred, provided the e-Transfer Request Money is not cancelled by a Sender in that timeframe.

8. Interest and Other Charges

We will not pay interest on the e-Transfer Request Money amount to any Account, whether the Account was held by a Sender, Requestor, Responder or Recipient, for the period of time the e-Transfer Request Money amount was not credited to the Account. The Bank is not liable for any additional fees that may be charged by other participating financial institution(s).

9. Optional Message Field

We will not examine any optional message included with an e-Transfer Request Money and we assume no responsibility for the contents of the optional message. You should not address any communication to us, or any other financial institution, using the optional message field. You must not reveal any Security Question and Answer in the optional message field.

10. Privacy and Your Information

To send money using the e-Transfer Service, you must provide your email address to us. If you change your e-mail address, you are responsible for updating our records for the e-Transfer Service.

By using the e-Transfer Service, you acknowledge our Privacy Code and you consent to the collection, use, and disclosure of your personal information as stated in our Privacy Code. For example, we may share your personal information with other participating financial institutions for the purposes of providing the e-Transfer Service.

You, as the Sender, agree not to initiate an e-Transfer Request Money to anyone who has not consented to the disclosure of their personal information to facilitate the transfer, or to the transfer itself. Once you initiate an e-Transfer Request Money to a Recipient, we may share that Recipient's email address or other contact information with other participating financial institutions for the purposes of providing the e-Transfer Service. When you send money to a Recipient, an email or instant message notification will be sent to the Recipient indicating that money is being transferred and that discloses (A) your (the Sender's) name, (B) the name of the Recipient, and (C) the amount of the e-Transfer Request Money. The notification will also instruct the Recipient on how to deposit the money to his/her Account or account at another participating financial institution. Email messages to the Recipient will appear to have been sent from your email address. Instant messages to the Recipient will be sent via SMS and will appear to have been sent from Interac Corp.

When you send an e-Transfer Request Money to a Sender, you acknowledge that you have an existing relationship with that person and that such person will know that the e-Transfer Request Money came from you. The email or instant message notification that is sent to a Sender under an e-Transfer Request Money indicates that you, as the Recipient, are requesting money and discloses (A) your name or your company's name as applicable, (B) the name of

the Sender, and (C) the amount of the requested e-Transfer Request Money. The notification will also instruct the Sender on how to send the money from his/her Account or account at another participating financial institution. Email messages to the Sender will appear to have been sent from your email address. Instant messages to the Sender will be sent via SMS and will appear to have been sent via Interac Corp.

11. Record of Transactions

You agree that Shinhan Bank Canada, the Sender's financial institution, the Recipient's financial institution, and Interac Corp. may retain records of the information relevant to each *Interac* e-Transfer Request Money, including the names of the Sender and Recipient; the transit number, account number, and the names of the financial institutions of both the Sender and the Recipient.

12. e-Transfer Service Limited to Canadian Funds within Canada

You acknowledge that the e-Transfer Service is offered for transfers in Canadian funds only and may be used to transfer funds to and from Canadian dollar accounts held at participating Canadian financial institutions. A list of participating financial institutions may be obtained at www.interac.ca.

13. Fees

You agree to pay and we may deduct from any of your Accounts with us (even if this creates or increases an overdraft), the fees at the prevailing rates which apply to the e-Transfer Service. A notice of the current fees which apply to the e-Transfer Service is set out in the Shinhan Bank Canada Fee Schedule. These fees are subject to change from time to time as set out in this Agreement, the Personal Banking Agreement and the Business Banking Agreement.

14. Business Banking

A Business Account holder who has more than one authorized signatory is not able to send e-Transfers. However, all Business Account holders can receive e-Transfers regardless of the number of authorized signatories.

15. No Third Party Use

You will not allow the e-Transfer Service to be used by any third party to perform transactions on your Accounts for sending or receiving funds, for any fraudulent or illegal purpose, or to perform money-laundering transactions.

16. Limitation of Liability

You are responsible for reviewing the status of any e-Transfer Request Money you send using the Online Banking Service by checking your Account history

It is your responsibility to monitor your email account for email notifications or your Mobile Device for instant messages regarding Transfers that you are either sending or receiving. For each Transfer, both the Sender and the Recipient may receive one or more email/instant message notifications concerning the same Transfer. The Bank will not be responsible if an email or instant message is intentionally or unintentionally forwarded to anyone else by the Sender or the Recipient.

In addition to any other limitations of liability set out in this Agreement or our other agreements with you, we are not liable to you for any delay, loss, damage or expense arising from:

- acts or omissions of a Sender or a Recipient;

- acts or omissions of the Bank or any third party including, without limitation, a participating financial institution or Interac Corp;
- disclosure by a Sender or Recipient of the Security Question or Answer
- payment of the funds being transferred to a third party who correctly answers the Security Question

whether or not the acts or omissions above would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law, and even if the Bank was advised of the possibility of damages or was negligent.

If you use the e-Transfer Service to make, receive or request a payment for goods or services, to satisfy a debt or other obligation or to make a gift, you must settle any disputes or claims arising from such transactions directly with the Sender or Recipient, as the case may be.

† *Interac* e-Transfer is a registered trademark of Interac Corp. used under licence.

