

KONEK[™] - Terms of use

These terms govern the use of your National Bank products with KONEK^m (1) (KONEK). By using KONEK and consenting to share your personal information with KONEK, you agree to these terms of use and to <u>KONEK's terms and</u> <u>conditions of use</u>.

The terms of use or agreements governing the use of your National Bank products apply to your use of these products through KONEK.

Your internet service provider and other third parties may also have their own terms and conditions and privacy policies.

The terms of use of your National Bank products will prevail in case of conflict with KONEK or other third parties' terms and conditions.

1. LINKING YOUR NATIONAL BANK PRODUCTS AND MAKING A PAYMENT THROUGH KONEK

You must be an active user of National Bank Online Banking Services and be the primary holder of at least one eligible National Bank product to use KONEK.

To use KONEK for the first time, you must visit a participating online merchant and select the "Pay with KONEK" payment option or visit <u>KONEK's website</u>. Follow the instructions as they appear on the screen. You will be prompted to:

- 1. Select National Bank as the financial institution you want to use
- 2. Sign-in using your National Bank User ID, password and your validation code, if applicable. Note that your National Bank login credentials will not be shared with KONEK.
- 3. Allow National Bank to share your banking and contact information with KONEK
 - Contact information includes your full name, address, email address and phone number.
 - Banking information includes:

⁽¹⁾KONEK is a registered trademark of Interac Corp.



- a list of eligible products (type of product and last four digits of each payment card number or product account number); and
- full payment card details or product account number, only for the product that you select to pay for your purchase

Your transaction made through KONEK is subject to the same terms and conditions governing the use of the National Bank product used to make the transaction.

KONEK profile or guest checkout

You may elect to create a KONEK profile or use KONEK as a guest. If you decide to proceed as a guest, your National Bank product information will not be stored and you will need to consent to share your banking and contact information every time you want to make a payment.

If you choose to create a KONEK profile, your National Bank eligible products will be linked and saved to your KONEK profile. You will be able to unlink your National Bank products from KONEK at any time through <u>KONEK's website</u>. After a 12-month inactivity period, KONEK might delete your profile. Refer to <u>KONEK's terms and conditions of use</u>.

2. ELIGIBLE PRODUCTS

The list of eligible products is available on nbc.ca.

We can update the list of eligible products and add or remove eligible products at any time (for example, bank accounts or lines of credit). If you have a KONEK profile, we will notify you that a new product becomes eligible and, if you are the holder of such product, it will automatically be added to your available products the next time you login to your KONEK profile. If you connect as a guest, all available eligible products will be displayed.

Without prior notice, we can suspend the use of a product through KONEK if:

- a) The account associated with the product is not in good standing
- b) You have exceeded your credit limit
- c) You fail to comply with these terms of use or your National Bank product terms of use
- d) We detect suspicious activity on your product
- e) The applicable legislation changes
- f) For any other reason we deem appropriate

3. MAXIMUM PAYMENT AMOUNT

We may impose without notice a payment limit, irrespective of the daily limitations that can be provided for in your product terms and conditions. For further information, see nbc.ca.

4. SECURITY

You are responsible for all transactions carried out with your National Bank products via KONEK.

You are also responsible for maintaining the security of your KONEK profile at all times.

You agree to protect and keep confidential any user ID, password or other information you use to log in to your device, to your National Bank Online Banking service and to KONEK. You are required to contact us immediately if any of this information is compromised.

You are prohibited from using KONEK on a device that you have reason to believe has had its security or integrity compromised (e.g., if the device has been "rooted" or "jailbroken" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of your use of KONEK on a compromised device.

When you stop using a device, be sure to delete all personal data and remove the device from the list of trusted devices in your Konek profile.

Avoid using KONEK on a public device, or ensure you delete all personal information afterwards.

For further information, refer to our <u>Online security advice</u>, our <u>Privacy policy</u> and our <u>Digital data policy</u>.

5. FEES

We do not charge additional fees when you use KONEK. However, all interest, fees and other charges applicable to your National Bank products apply to transactions made through KONEK.

Your mobile service provider, as well as other third parties, may charge fees for the use of KONEK on your mobile device.

6.PROTECTION OF PERSONAL INFORMATION

By linking National Bank to KONEK, you consent to the collection, use and sharing of your personal information with Interac Corp. In addition to your banking and contact information, and for the purpose of determining your eligibility to use KONEK and for the detection and prevention of fraud, we may share with KONEK information as to your use of other Interac products and services. We will treat this information according to our privacy policy, which may be amended from time to time. You are responsible for the accuracy of the information associated with your account at all times.

We take reasonable measures to ensure the secure transmission of information related to the use of your National Bank product(s) through KONEK. However, Interac Corp. is the sole responsible for the security of information provided to it or stored in your KONEK profile, which is governed by <u>KONEK's terms and</u> <u>conditions of use</u> and <u>privacy policy</u>.

Interac Corp. may collect your information, aggregate it with other information or make it anonymous and may use any such individual, aggregated or anonymous information for the purposes set out in its <u>privacy policy</u> or <u>terms and conditions of use</u>.

7. NO WARRANTY AND EXCLUSION OF LIABILITY

KONEK is provided by Interac Corp. and we are not liable for:

- a) any failure or malfunction of KONEK or of your internet service provider
- b) any loss, damage or other inconvenience resulting from the use or performance of KONEK or from your inability to use the service for any transaction, for any reason.

If you have any questions or experience any issue when using KONEK, please consult KONEK's website for instructions.

8. AMENDMENTS TO THE APPLICABLE CONDITIONS

We can amend the following conditions at any time:

- 1. Linking your National Bank products and making a payment through KONEK
- 2. Eligible accounts
- 3. Maximum payment amount
- 4. Security
- 5. Fees
- 6. Protection of personal information
- 7. No warranty and exclusion of liability
- 8. Amendments to the applicable conditions
- 9. Electronic communications

You will be informed of any amendments via an electronic notice at least 30 days prior to the effective date of the change. This notice will set out the old clause, the new clause and the effective date. An amendment does not create a new agreement, and the unmodified terms and conditions remain in full force and effect.

If you use KONEK after an amendment comes into effect, you are deemed to have read and accepted the amendment. You can refuse an amendment at any time by unlinking National Bank from your KONEK profile or ceasing to use KONEK services.

9. ELECTRONIC COMMUNICATIONS

You agree to receive electronic communications such as email or text messages from us related to your use of your National Bank products through KONEK. While these notifications keep you informed, they do not replace the information in our records. You are responsible for checking your account activities.

You will update the electronic address and phone number associated with your National Bank account if need be. You can withdraw this consent at any time, but it will prevent you from continuing to use KONEK.

Your mobile service provider may charge fees for the receipt of such notifications.