

PLEASE READ THESE TERMS AND CONDITIONS (the “Terms and Conditions”) BEFORE REGISTERING FOR, DOWNLOADING, OR USING THE HERITAGE SAVINGS & CREDIT UNION INC. APPLICATION (the “Application”) AND SERVICES PROVIDED THROUGH THE Application (the “Services”). BY REGISTERING FOR, DOWNLOADING, OR USING the Application or Services, YOU AGREE TO BE LEGALLY BOUND BY these Terms and Conditions. ACCESS TO CERTAIN FEATURES OF the Application and Services MAY REQUIRE YOU TO HAVE AN ACCOUNT WITH US (your “Account”). THE TERMS OF THE *Internet Banking* Agreement FOUND IN YOUR General Terms and/or Account Operating Agreement, the Heritage Savings & Credit Union Inc. Privacy Policy, the Online Security Policy AND ANY OTHER AGREEMENTS YOU MAY HAVE WITH US (COLLECTIVELY, the "Heritage Savings Agreements") ALSO APPLY TO YOUR USE OF the Application AND Services. YOU MAY ONLY REGISTER, DOWNLOAD, AND USE the Application and Services BY THE MEANS PERMITTED BY US.

YOUR WIRELESS CARRIER OR OTHER PARTIES MAY CHARGE DATA FEES OR OTHER CHARGES AS A RESULT OF YOUR REGISTRATION, DOWNLOADING, AND USE OF the Application and Services. WE ARE NOT RESPONSIBLE FOR PAYMENT OF ANY SUCH FEES OR CHARGES.

Contracting Parties

1. In these Terms and Conditions, "we", "our" and "us" and "the Financial Institution" mean Heritage Savings & Credit Union Inc. and "you" and "your" mean the individual who has registered for, downloaded, or is using the Application and Services. These Terms and Conditions are between you and us. We may assign the Terms and Conditions to any other person at any time without prior notice to you.

Permitted Uses

2. We grant you the non-exclusive, limited, right to use this Application and access the Services through the Application for your personal use, only, and only on a mobile device that you own or control (the “device”).
3. You may not modify, copy, publish, distribute, license, sell, rent, lease or otherwise commercialize this Application or the Services or any information or software associated therewith. You may not use this Application or Services in any manner that would impair access to the Services. You must use the Application and Services in compliance with all applicable laws.
4. To use the Application and Service, you must meet and comply at all times with the technical and security requirements (the “Technical and Security Requirements”) that we establish and provide to you from time to time. Any changes /upgrades would be pushed through the application itself.

5. You will not share any of your Account information (including, without limitation, your username or password) with anyone. You will not to let anyone access the Application or Services on the device.

Amendments to the Terms and Conditions

6. You agree that we may amend these Terms and Conditions and the Technical and Security Requirements at any time, from time to time, by posting a notice of the amendments (the “Amendments”) on our website at www.ourcu.ca (“Our Website”), or by including the Amendments in software updates for the Application or subsequent releases of the Application. If you continue to use the Application and Services after we post the notice of Amendments, or if you download software updates for the Application containing the Amendments, you thereby agree to be legally bound by those Amendments at the time that they were posted or at the time you downloaded the Application or software updates therefor, respectively.

Intellectual Property

7. Unless otherwise indicated in respect of another person’s trade-mark, we are the owner or licensee to all rights, title and interest in and to the Application and Services, including any intellectual property rights therein. Intellectual property rights include, without limitation, copyright, patent rights, industrial design rights, trade-mark rights, and confidential information.
8. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the Application or the Services.

Discontinuance, Suspension and Termination

9. These Terms and Conditions, including your right to use the Application and Services, terminate immediately if you violate any of these Terms and Conditions, or any of the terms and conditions in any of the Heritage Savings Agreements.
10. We may suspend or terminate the Services immediately, without prior notice to you, if we believe that you are in breach of these Terms and Conditions or any of the terms and conditions in any of the Heritage Savings Agreements.
11. We may stop supporting the Application (including, without limitation, offering the Application for download, and releasing updates to the Application) and suspend or terminate the Services at any time for any reason. If we terminate the Service or discontinue support for the Application, we will post a notice thirty (30) days in advance of discontinuance or termination on Our Website.

12. The Terms and Conditions terminate immediately upon termination of the Services or discontinuance of the Application. Notwithstanding, sections 1, 3, 5, 7, 8, 13, 14, and 24 to 27 survive termination of these Terms and Conditions.

Collection of Information

13. We may collect and store information from the Application in accordance with the Heritage Savings & Credit Union Inc. Privacy Policy. The information we collect and store may be information relating to your Account, geolocation data associated with the device, and information about your use of the Application and Services. The information will be used to provide you with support, to send you promotions and offers, to enhance our Services, and for our internal business purposes.
14. A "cookie" is data that a web server may create and place on the device when the device communicates with a server. Cookies may be used to for many purposes, including, without limitation, remembering you and your preferences and your online activities. We may use cookies to track, collect, and store information about the online activities of your device when you access the Services, access our public or secure websites (such as, for example, the Heritage Savings & Credit Union Inc. mobile website), or view Heritage Savings & Credit Union Inc. advertisements hosted on third party web sites.

Security

15. You must always keep strictly confidential your Account information including your Account number, password, access code, personal identification number (PIN), and the answers to any online security questions (personal verification questions) you have chosen that allow you to sign-on to Heritage Savings mobile services or use the Application or Services. Do not divulge this information to anyone—including family members, friends, employees, bookkeepers or anyone else. Do not write this information down or keep a poorly disguised record of it, keep it together with your *Access Card* debit card, or save this information in the device.
16. You must notify us immediately in the event of loss, theft, misuse or compromise of the device or any of your Account information (including, without limitation you *Access Card* debit card or Account number, password, access code, and PIN). You can contact us at **1 (519) 351-0600 during regular business hours**.
17. Do not respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your Account. We will never call or send you unsolicited text messages, or emails asking for your Account information such as

passwords, PINs, credit card numbers, account numbers, etc. We will never ask you to validate or restore your Account or Services through unsolicited communications such as text messages or emails.

18. You will assist us with any investigation into the improper access of your Account.

Disclaimer of Warranties and Limitation of Liability

19. We provide the Application and Services as a convenience to you for information purposes only. They are provided “as is” and “as available”. We disclaim all express, implied, and statutory warranties including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and intellectual property rights, and any warranties regarding the security, reliability, accessibility, timeliness and performance of the Application and Services.
20. We have no obligation to support the Application or Services, or to maintain or update any software or documentation related to the Application or Services.
21. The information provided to you within the Application and Services do not constitute a financial record, nor does the information constitute a guarantee of product eligibility, rates or services.
22. Information (including, without limitation, your financial information), provided within the Application or by the Services may be lost, not delivered, inaccurate, delayed, intercepted, reviewed, used, or altered by others. We are not liable for any direct or indirect, special, consequential, exemplary or punitive damages or for any losses arising out of your or any person’s use, or inability to receive or to use, the information, the Application, or the Services, regardless of the cause of action, including negligence, even if we are advised of, are aware of, or should have been aware of, the possibility of such damages.
23. You download and use the Application and Services at your own discretion and risk. We are not liable for any damages to the device or loss of data of information that results from your download or use of the Application and Services. In no event will we, or our affiliates, agents, licensors, suppliers, officers, directors, employees, contractor or agents be liable to you or any other person for any harm or damages resulting from any use or misuse of the Application and Services however so caused.

Indemnification

24. You will indemnify us and hold us harmless from and against any and all claims made by any person arising in connection with your violation of these Terms and Conditions.

Conflict

25. If there is a conflict between a term in these Terms and Conditions and in any of the other Heritage Savings Agreements, then these Terms and Conditions will apply to the extent necessary to resolve the conflict as it relates to the Application and Services.

Governing law

26. These Terms and Conditions are governed exclusively by the laws of the Province of Ontario and of Canada, as applicable, without regard to conflicts of law principles. The courts of the Province of Ontario have the exclusive jurisdiction for the determination of any matters arising out of these Terms and Conditions.

Waiver

27. No waiver of any provision of the Terms and Conditions is binding on us unless executed by us in writing. No waiver of any of the provisions of the Terms and Conditions shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided by us.