

*Assiniboine Credit Union*

# *Agreements*

- *Member Account Agreement*
- *Debit Card Agreement*
- *Privacy Agreement*

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**This document provides you with information about your Member Account and Debit Card Agreements and how we protect your privacy.**

Please take the time to read about the agreements, consider the content, learn what you can expect from us and understand your responsibilities as a member of Assiniboine Credit Union.

Should you have any questions, please do not hesitate to contact us.

# Your Member Account Agreement

**By signing the Membership Application, the applicant requests membership in the credit union and agrees to be bound by the terms of this Member Account Agreement. If the application for membership is not accepted, the credit union may close any accounts opened under the Membership Application. The terms of this Account Agreement still apply.**

Wherever the terms “I”, “me” or “my” are used, they mean the person or persons who signed the Membership Application, whether the Membership pertains to an individual, business or organization. Wherever the terms “you” and “your” are used, they mean the credit union. Wherever the term “payment order” is used, it means any order by one person directing another to pay money, including cheques, withdrawal, automated funds transfers, direct deposits, pre-authorized debits and any other orders communicated in writing or by means of a computer or telecommunications or digital device.

Any terms set out in this Account Agreement that clearly do not apply to the applicant should be disregarded. References to a person or persons include partnerships and corporations, and the singular includes the plural, where applicable.

## **Application of Account Agreement**

This Account Agreement applies to anyone who has signed a Membership Application and opened an account, even if, for some reason, the Membership Application has not been effectively signed by every person who had been intended to sign it. This Account Agreement is binding on me and on my estate even if I should die, lose mental capacity or become bankrupt. This Account Agreement

applies to all accounts opened by you for me, unless you have opened an account for me under a different Account Agreement and then such other Account Agreement will apply to the accounts opened under it. The types of account to which this Account Agreement applies includes RRSP, RRIF, RESP, TFSA, savings, chequing, line of credit, loan accounts and any other types of account that you might offer.

## **Joint Accounts**

If two or more persons signed an application to open an account, the account will be joint with right of survivorship. All obligations under this Account Agreement will be joint obligations, including the obligation to pay any overdrafts and the obligation to pay interest, fees and charges.

## **Statements**

You agree to provide to me a periodic statement that sets out all transactions affecting my account. I agree to review and verify transactions posted on my account using paper statements or Internet and Telephone Banking services made available to me by you. I agree that you may provide me with a statement at such intervals as you may determine and that you may provide it by mail, electronically or by personally handing it to me, or by such other means as we may both agree. If I have not received a statement for a particular period, I acknowledge that I should ask you to produce a statement;

otherwise you will not be responsible to me for any errors. You will not be liable to me for any errors, omissions or unauthorized transactions, charges or debits to my account unless I bring these to your attention within 30 days of when I received or should normally have received my statement. If you mail my statement, I will be deemed to have received it three days after you mail it.

## **Fees and Charges**

I agree to pay the usual charges and fees set by you, from time to time, including any costs incurred in providing information about my accounts to me or to those who are authorized by this agreement, by law or by me to request information and I agree that you may debit my account for such charges and fees. You will make a list of your usual charges and fees available to me, but I agree that you may change the amounts of your charges and fees without actual notice to me.

## **Overdrafts and NSF Items**

I agree that, should I issue any payment order that would result in the Account being overdrawn, I will be responsible for repayment of the overdrawn amount in full. I further agree that you may debit one account to cover an overdraft amount in another account and that you may charge an appropriate fee for overdrawn amounts in compliance with your overdraft policies.

### Deposits to My Account

You may accept payment orders on deposit to my account or on collection and you may use the services of another financial institution or other agents as you think best to present a payment order for payment, acceptance or collection. I waive, as far as possible, all requirements of any legislation governing payment orders and agree that I will not hold you responsible if any payment order payable to or endorsed to me is not honoured. I will indemnify you against all claims made against you or liability incurred by you in connection with any payment order deposited to my credit, including payment orders that have forged or unauthorized signatures or endorsements and those that have been contradicted.

I also agree to pay to you, and I agree that you may debit my account with the amount of any payment orders that I or others may deposit to my account or that I may cash (if your policies allow me to cash payment orders) and that are not honoured or paid to you.

### Withdrawals from My Account

You may debit my account the amount of any payment order communicated to you by any means unless you have reason to believe that the payment order is not proper or unless I have contradicted that order by verifiable means. You are not obliged to certify any payment order made by me. If you do not honour a payment order because you do not believe it to be proper, I agree that you will not be responsible for any damage resulting to me. If I have more than one account, you may debit any one of them, even if the payment order refers to a particular account. I will be responsible for the accuracy and validity of any pre-authorized debits (PADs) from my account

unless I report any errors within the applicable period (10 business days for business PADs and 90 calendar days for consumer).

### Closing My Account

You may close any account without notice to me without affecting any other accounts operated under this Account Agreement, and I agree that any outstanding charges against that account may be debited to another account. Either you or I may, on written notice, close the account.

### RRSP/RRIF/RESP/TFSA Accounts

The provisions of this Account Agreement as they relate to joint accounts (including the application of monies from one account against debits in another and closing accounts) do not apply to any RRSP, RRIF, RESP or Tax-Free Savings Accounts that I may open with you. I agree that each RRSP, RRIF, RESP or TFSA will be the subject of a separate agreement between us and that such separate RRSP, RRIF, RESP or TFSA agreements will apply in the event of a conflict between it and this Account Agreement.

### Insurance

Where I have requested insurance with respect to any deposit or loan account with you, I agree that the terms of any master policy that you have with the insurer, including any limitations on coverage, will apply to and be binding on me.

### Identification

I agree that I may, from time to time, authorize you to accept a mechanical, computer generated or digital version of my signature. If I have authorized you to accept a mechanical, computer generated or digital version of my signature, you are entitled to accept instructions that contain such

mechanical, computer generated or digital version of my signature and to rely on them as having been authorized by me, until you receive actual notice from me that I have cancelled that authority. I agree as well that my use of any card, personal access code, password or personal identification number issued to or chosen by me in connection with my account is at my sole risk and responsibility. You will not be responsible for any unauthorized use of any card, personal access code, password or personal identification number or any loss that I may suffer because of unauthorized use until I have actually communicated to you that such use is unauthorized. I am fully responsible for maintaining the security of all cards, personal access codes, passwords and personal identification numbers issued to or chosen by me in connection with my account.

### CU@HOME Internet Banking

I agree to use CU@HOME Internet Banking only for the purpose of obtaining such services as are agreed upon between me and Assiniboine Credit Union.

I may request Bill Payment and authorize Credit Union Payment Services (CUPS) to debit payments authorized by me from the accounts specified by me. I will use a Personal Access Code (PAC) to make payments, which I will keep confidential and under no circumstances will I disclose my PAC to any other person. Notice of cancellation of this authorization may be made to me at any time. Such notice shall have effect on debits made prior to cancellation.

### **CU by PHONE Telephone Banking**

I agree to use Telephone Banking only for the purpose of obtaining such services as are agreed upon between me and Assiniboine Credit Union. I may request Bill Payment and authorize Credit Union Payment Services (CUPS) to debit payments authorized by me from the accounts specified by me. I will use a Personal Access Code (PAC) to make payments, which I will keep confidential and under no circumstances will I disclose my PAC to any other person. Notice of cancellation of this authorization may be made to me at any time. Such notice shall have effect on debits made prior to cancellation.

### **Fax and Email Instructions**

In some cases you may advise me that faxes or emails to Assiniboine Credit Union are acceptable. I authorize you to accept such signed instructions or documents without any further verification, and I agree to be responsible

for these instructions. I agree that what, in your sole determination based on your records, appears as my signature on such instructions or documents binds me legally and makes me responsible to the same extent and effect as if I had given original, signed, written instructions or documents to you. You will advise me as to what kind of instructions and documents are acceptable by fax or email.

You may verify faxed or emailed communications or the source of the communications before accepting them, but you are not obliged to do so. In addition to communication by voice and mail, I authorize you to communicate with me by fax, online notices or email to my personal communication devices at such numbers or addresses as I provide to you.

### **Legislation**

Nothing in this Member Account Agreement alters any provision of The Credit Unions and Caisses Populaires Act or any regulation under that Act. The laws of Manitoba apply to this Account Agreement and to any disputes relating to it.

### **Notices**

Either you or I can give notice to the other in writing or by such electronic or digital means as may be convenient. If electronic or digital means are used, both you and I must have access to such means of communication and the communication must be transmitted and received in a way that is reliable and can be confirmed.

## *Your Debit Card Agreement*

### **Nature and Purpose of the Debit Card**

I will use the debit card only for the purposes of obtaining such services as are agreed upon between me and my credit union. On 30 days written notice, my credit union may add to or delete from the types of use that are permitted, and the issuance of the debit card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This agreement, and the

fact that I have the use of the debit card, does not give me any credit privileges or any entitlement to overdraw my account, except as provided by separate agreement with my credit union.

### **Confidentiality and Personal Identification Number (PIN)**

I will not select an obvious combination of digits for my PIN (e.g., address, telephone number, birth date, or Social Insurance Number). I understand that my credit union has only disclosed the PIN to me

and to no one else, and I will never, under any circumstances, disclose the PIN to any other person. I will not keep a written record of the PIN, unless the written record is not carried next to the debit card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

### **Withdrawals and Deposits**

Unless I have made other arrangements with my credit union, amounts credited to my account as a result of deposits using the debit card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers affected by the use of the debit card will be debited to my account at the time they are made. I will not deposit any coins, non-negotiable items or anything not acceptable for deposit to my account into any automated teller machine, and will pay to my credit union any damages, costs or losses suffered by my credit union as a result of any such deposit.

### **Consequences of a Breach of Card Security**

Once I have requested and first used the debit card service, I will be liable for all authorized and unauthorized uses of the debit card by any person up to my established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the debit card. However, in the event of alteration of my account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received, and will be entitled to recover from the credit union any direct losses I may have suffered. My credit union will have the discretion to relieve me from liability for unauthorized use of my debit card either through no fault of my own or in a case where I have inadvertently contributed to

the unauthorized use of my debit card, and I will cooperate in an investigation. My credit union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the debit card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the debit card for a point-of-sale transaction. I understand that I must not use my debit card and PIN for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in my jurisdiction.

### **Lost, Stolen Card, or Compromised PIN**

If I become aware that my debit card is lost or stolen, or that the PIN has been made accessible to another person, I will notify my credit union or its agent immediately, whereupon my credit union will cancel the debit card. The instant such notice is actually received or when my credit union is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the debit card will terminate, and I will be entitled to recover from my credit union any further losses suffered by me through the use of the debit card.

### **Procedures For Addressing Unauthorized Transactions and Other Transaction Problems**

In the event of a problem with a debit card transaction, or unauthorized debit card transaction, other than a matter related to goods or services provided by Merchants, I will report

the issue promptly to my credit union and the credit union will investigate and respond to the issue on a timely basis. You will not unreasonably restrict me from the use of any funds subject to dispute, provided that it is reasonably evident that I did not contribute to the problem or unauthorized transaction. You will respond to my report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this timeframe provided that on the balance of probabilities it is shown that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN. An extension of the 10-day limit may be necessary if my credit union requires me to provide a written statement or affidavit to aid its investigation.

### **Dispute Resolution**

If I am not satisfied with my credit union's response, my credit union will provide me, upon request, with a written account of its investigation and the reasons for its findings. If I am not satisfied, the issue will be referred to either a credit union system dispute-resolution service or external mediator, as agreed between me and my credit union. Neither my credit union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my credit union.

Any dispute related to goods or services supplied in a point-of-sale transaction is strictly between me and the Merchant, and I will raise no defense or claim against my credit union.

#### **Fees**

I acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this agreement. New or amended fees will only become effective 30 days after publication by my credit union.

#### **Foreign Currency Transaction**

If the debit card is used in connection with a transaction in foreign currency, I understand that the rate of conversion into Canadian currency will be fixed according to the rules of the electronic network through which the transaction is conducted.

#### **Evidence of Transactions**

A paper Transaction Record dispensed mechanically as a result of the use of the debit card constitutes a record of my instructions. Whether such a Transaction Record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking the periodic statement which itemizes transactions. In the absence of evidence to the contrary, the records of my credit union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my credit union through the use of the debit card; the contents of any envelope deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the debit card; and any other matter or thing relating to the state of accounts between me and my credit union in respect of any electronic transaction.

#### **Scope of Agreement**

This agreement replaces any prior agreement governing the use of the debit card and the PIN, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit product or the operation of any account. This agreement applies to any account specified in my Debit Card Agreement and, as well, to any other account designated by me from time-to-time for use in connection with the debit card.

#### **Termination of Agreement**

My credit union remains the owner of the debit card. It may restrict the use of the debit card, or may terminate this agreement and my right to use the debit card, at any time without notice. I will return the debit card to my credit union upon request.

#### **Code of Practice**

I understand that the credit union system, in concert with the banking industry, has endorsed the voluntary Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from my credit union on request, and credit unions will be guided by the principles of the Code in administering the operation of debit card matters.

#### **Interpretation and Definitions**

This agreement is intended to be interpreted in accordance with its plain English meaning. Except where otherwise indicated, capitalized terms are used in accordance with the definitions set out in the *Canadian Code of Practice for Consumer Debit Card Services*. For the purposes of this agreement, point-of-sale transaction means the use of the debit card to conduct a contact transaction with

its associated PIN or a contactless transaction without the card's associated PIN for such purposes as may be permitted from time-to-time by my credit union, including: (a) the transfer of funds from my account to purchase or lease goods or services from a seller, leaser or service provider (a Merchant); (b) the transfer of funds from my account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money, or (c) the transfer of funds into my account from an account of a Merchant (e.g. a refund).

#### **Receipt of Copy of Agreement**

I acknowledge the receipt of this agreement and that this agreement does not require signature by my credit union. I acknowledge that this agreement may be amended by my credit union upon 30 days notice, and until the agreement is terminated, the use or continued use of the card by me shall be deemed to be the acceptance by me of any amendments to this agreement. I acknowledge that notice will be given to me in writing either by mail to my most recent address as shown on the Credit Union's records, by the Credit Union posting notice at its premises or on its website, by personal delivery, or by any other means the Credit Union, acting responsibly, considers appropriate to bring the change to my attention. I also agree to keep a copy of this agreement for my records.

# Protecting Member Privacy

Protecting the personal information we collect and maintain is as important to us as it is to you. Like any organization, we require a certain amount of personal information to conduct business and to provide you with the products and services you want and need. At the same time, you have a right to know that your privacy is being respected and that your personal information is collected, used and protected appropriately. For that reason, we have policies and practices in place to safeguard and maintain the accuracy and security of your personal information (in this Privacy Agreement, when we use the term “personal information”, we mean information about an identifiable individual).

## Our Privacy Agreement

Our Privacy Agreement is a key part of our commitment to treat you fairly, provide you with superior member service, and maintain the accuracy and security of your personal information. The agreement is guided by the following 10 principles:

### Principle 1. Accountability

We are responsible for maintaining and protecting all member personal information under our control and have designated a Privacy Officer who is accountable for our compliance with the 10 principles that comprise this Privacy Agreement and applicable law.

### Principle 2. Identifying Purposes

When we ask for your personal information, we identify what it will be used for.

### Principle 3. Consent

We require your knowledge and consent for the collection, use or disclosure of your personal information, except where it is required or permitted by law. Consent can be express, implied or deemed. Express consent occurs when you take action to agree to something, such as by signing a form, clicking a box or indicating your agreement verbally. Implied consent occurs when it is reasonable to conclude that, based on the circumstances, you've agreed to something either by action you've taken or declined to take. Deemed consent occurs when you voluntarily

provide personal information and your agreement to our use of that information for a particular purpose is obvious.

### Principle 4. Limiting Collection

We collect personal information by fair and lawful means and limit our collection to those details necessary for identified purposes.

### Principle 5. Limiting Use, Disclosure and Retention

We use or disclose your personal information only for the purpose(s) for which it was collected, unless you consent otherwise, or when it is required or permitted by law. We retain personal information only for the time required to fulfill the purpose(s) for which it was collected.

### Principle 6. Accuracy

We maintain and update your personal information as accurately and completely as necessary to fulfill the purposes for which it is used.

### Principle 7. Safeguarding Member Information

We protect your personal information with security safeguards appropriate

to the sensitivity level of the personal information.

### Principle 8. Openness

We make information available to you concerning the policies and practices that apply to the management of your personal information.

### Principle 9. Member Access

At your request, and subject to applicable law, you will be informed of the existence, use and disclosure of your personal information, and be given access to it. You may verify the accuracy and completeness of your personal information provided, and may request that it be amended.

### Principle 10. Handling member complaints and suggestions

Our Privacy Officer will answer any questions or enquiries you have about this Privacy Agreement or our privacy practices.

## *Safeguarding Your Personal Information*

**We have comprehensive security safeguards and standards in place to protect our systems and your personal information against unauthorized access and use. This section explains what we do to protect your personal information against unauthorized access and use.**

All ACU employees are familiar with procedures that safeguard member personal information. The protection of your personal information is specified in our employment agreements and regularly confirmed in writing.

Every employee is required to pass an annual privacy training course.

We audit our procedures and security measures regularly to ensure that they are properly administered and remain effective and appropriate.

We retain your personal information only as long as it is required for the reasons it was collected, or as is required by law. Depending on the product or service and the nature of the personal information, this period may extend beyond your relationship with us but only as long as it is necessary to accomplish the purposes for which it was collected, or as required by law.

When your personal information is no longer needed, we have procedures in place to securely destroy, delete, erase or convert it to an anonymous form.

Our systems ensure your Personal Identification Number (PIN), password and other access codes are kept private and confidential. For example, when you use your PIN at an ATM, the code is scrambled after you enter it. In addition, only you know your access codes. Our employees can't find out what they are and will not ask you to reveal them.

When you enroll in online services such as CU@HOME Internet banking, the passwords you use are encrypted to ensure data security.

As part of their contracts with us, our suppliers and agents have confidentiality agreements in place and may not use your personal information for unauthorized purposes.

We ensure all legal enquiries or orders are valid and disclose only the personal information required or permitted by law to be disclosed.

We will never use email to send you information about important financial matters, such as the status of your account or any security breaches. We also will not request sensitive financial or personal information by email. Please contact us if you receive an email about these matters.





## What We Collect and Why We Need It

You look to us to offer responsible, reliable financial services and value-added advice. Collecting current, accurate personal information allows us to provide you with the best possible financial advice, as well as products and services you may find valuable. This section explains what kinds of personal information we collect from you, and how we use that personal information.

### Why We Collect Personal Information

ACU and our affiliates and partners in the Canadian Credit Union system collect, use or disclose your personal information to:

- verify your identity.
- provide you the products and services you request.
- develop, offer, manage and provide products and services that meet your needs.
- determine your eligibility for products and services you request or which we believe may benefit you.
- detect and prevent fraud and other criminal activity, and to help safeguard your and our financial interests, including through internal audits.
- help us collect debts or enforce obligations which are owed or guaranteed by you to us.
- meet other purposes we indicate on our website or otherwise communicate to you.
- meet our regulatory requirements.
- carry out any other purpose that you authorize or that is required or permitted by law.

The information we request depends on the product or service you want. Much of the personal information we ask for is either mandatory by law or vital for us to be able to do business with you. Here is a summary of the types of personal information we collect, and how that information is used.

### Social Insurance Number (SIN)

In order to comply with the Canada

Revenue Agency's income reporting requirements, we must collect your SIN when you open a savings account or apply for an RRSP, RRIF or TFSA or other product that earns investment income.

### Financial Information

Your financial information is also necessary to assess your eligibility for credit products you request, such as a line of credit, loan or mortgage. At the same time, it helps us give you the most appropriate financial planning advice about investments and other products and services.

### Product-Specific Information

Some products and services require you to provide a specific type of information. For example, information about your health may be required to determine your eligibility for insurance products.

### Identification Information

Knowing your birth date and other identification information, such as your name, address and occupation, helps identify you and reduces the risk that someone will impersonate you. We are required by anti-money laundering laws to cite and record details of certain documents, such as photographic ID and other personal documents.

### Intended Uses of Our Products and Services

Collecting information about how you intend to use, and use, our products and services allows us to better tailor those products and services to your needs.

### Your Feedback and Opinions

As part of our commitment to continuous improvement, we sometimes employ the services of professional research companies to conduct independent member satisfaction surveys. These surveys will be conducted during your relationship with us or within a reasonable period of time thereafter. If you do not want to participate in these surveys, please contact our Privacy Officer. We also receive feedback from you, when you interact with us in person, on the phone or by email.

### Transfer of Personal Information to Service Providers Outside Canada

We may engage service providers to assist us in fulfilling the purposes that are set out in this agreement, and, in some instances, these service providers may be located outside Canada. We only select service providers that protect personal information in a manner that is comparable to the protection we provide under our own privacy policies. Please be advised that personal information may be subject to, and accessed under, the laws of the countries in which our service providers operate. If you have any questions about our transfer of personal information to our service providers outside Canada, or if you would like to learn more about our privacy policies in that regard, please contact our Privacy Officer.

## *Why We May Ask Others for Personal Information About You*

We obtain most personal information about you directly from you. However, with your consent, we may ask for personal information about you from a third party. For example, if you are applying for a loan or other credit, or if we believe a loan or other credit may be of interest to you, we may contact other lenders or credit bureaus for personal information about your credit history, and we may also contact your employer or other reference sources to verify personal information you provide to us.

## *When We Share Personal Information*

We are not in the business of selling member lists or personal information about you to others but, under certain circumstances, we may release your personal information to outside parties, including:

### **To Provide You with Service**

We give the minimum amount of personal information necessary for our suppliers and agents to produce goods and services provided to you through us. For example:

- we must provide a cheque production company with the personal information you want printed on your ACU cheques.
- at times, we exchange member personal information with our Credit Union System affiliates regarding products and services offered countrywide. Examples include Credit Union Member Insurance Services (CUMIS) regarding insurance products and Credential Group regarding mutual funds.
- where we engage a professional research company to help us understand how you view the quality of our products and services, we need to provide that company the names and contact information of our members.
- we regularly refer ACU members to Assiniboine Financial Group, our affiliated wealth management division.

### **For Credit Granting Purposes**

Just as we may request personal information from a third party when you apply to ACU for credit, or if we believe a product or service offered by ACU may be of interest to you, we may disclose your ACU credit history to other lenders or credit bureaus if you apply for credit at another financial institution, with your consent. In these cases, we release only the information required to identify you and credit records about your repayment history.

### **To Complete a Business Transaction**

We may disclose your personal information in order to complete a business transaction, such as a merger with another credit union or the sale to, or purchase of, another credit union. In such circumstances, we will only disclose your personal information to the other party to the transaction if the disclosure is necessary to complete the transaction and there is a written agreement that restricts the collection, use and disclosure of such personal information to purposes that relate to the

business transaction.

If the business transaction is not completed, all personal information disclosed and collected by us will be destroyed or returned.

### **When Required or Permitted by Law**

We are obligated to provide personal information in response to a valid demand, search warrant or other legal enquiry or order. We may also disclose personal information to help us collect a debt owed to us and in the case of a breach of agreement or contravention of law.

### **With Others who Share Ownership or Liability for the Product or Service**

If you have a product or service with us, where ownership or liability is shared with others (such as a joint account or a guarantor on a loan), we may share any or all of the information relating to or about that product or service with these other people, including any of your personal information which relates to the account.

## What We Will Do if Your Information is Compromised

**We are proud of the policies and practices we use to protect your personal information. We also believe that you have the right to know how your personal information is being collected, used and disclosed. That is why we have developed procedures to restore the integrity of your personal information if the policies and practices we use to safeguard your personal information are breached.**

Our procedures to respond to security breaches include breach notification. We will notify you, as soon as reasonably practicable in the circumstances, of any security breaches of your personal information which create a real risk of significant harm to you, and explain what it might mean to you.

We will consider the sensitivity of the personal information that is involved and the probability that the personal information has been, is being or will be misused. If the breach creates a real risk of significant harm to you, such as the potential for financial loss, identity theft or negative effects on your credit, we will notify you of the breach as soon as we can.

We will ensure that you have enough information to take whatever steps are possible to reduce the risk of the harm that could result from the breach.

Second, if the breach creates a real risk of significant harm to you (determined by a number of factors, including the sensitivity of the personal information and the number of individuals whose personal information was involved), we will also notify the Office of the Privacy Commissioner of Canada and the applicable provincial information and privacy commissioner and/or ombudsman as appropriate.

Third, we will investigate whether

any other government institutions may be able to help us reduce the risk of harm from the breach. If so, we may notify those institutions, so that they can help us respond to the breach.

In all cases, we will strive to make our notifications as soon as we confirm the breach has occurred, and that notification is required, in a manner which is consistent with applicable laws.

## The Choice is Yours

**As an Assiniboine Credit Union member, you must provide required information for a product or service you request. However, you can opt out of receiving promotional information sent to you by us and/or our credit union system affiliates (excluding promotional material sent with your statements). You have the right, at any time and subject to the applicable law, to withdraw the consent given to us to collect, use and disclose your personal information, or you may alter the terms of your consent (provided that we will require reasonable notice to give effect to your withdrawal of consent, and that your withdrawal of consent might mean we are no longer able to provide you a particular product or service). If you wish to opt out of receiving promotional materials, or to learn more about our privacy policies, contact our Privacy Office by:**

### mail

Privacy Office  
Assiniboine Credit Union  
6th Floor, 200 Main Street  
Box 2, Station Main  
Winnipeg, MB R3C 2G1

### email

PrivacyOfficer@assiniboine.mb.ca

*Note: For your protection, do not send sensitive financial or personal information by email.*

### fax

204.478.5524