



## **CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS TERMS AND CONDITIONS**

**These terms and conditions apply to electronic delivery of documents to You relating to Your Products and Services.**

**1. DEFINITIONS:** For the purpose of the present Terms and Conditions, the following definitions will apply:

**"Document(s)"** refers to the documents listed in Section 2 of these Terms and Conditions.

**"Laurentian Bank App"** means the Laurentian Bank of Canada mobile banking software downloaded to Your Mobile Device from the applicable app store;

**"Laurentian Bank"** or **"LBC"** means Laurentian Bank of Canada and, as applicable, any of its affiliates or subsidiaries, including, but not limited to B2B Bank, Laurentian Trust of Canada Inc., LBC Trust and LBC Financial Services Inc.);

**"LBCDirect Service"** refers to all services offered from time to time as part of LBCDirect Service by Internet or by phone;

**"Mobile Device"** means a mobile device such as and including a computer, a portable hand-held device, or a telephone, including any form of mobile telephone device, wireless device or any other electronic device that You use to access Online Services;

**"Online Services"** means Laurentian Bank's online banking platform which You must use to access the Products and Services offered by Laurentian Bank electronically and to effect banking transactions, using a Mobile Device with an access user ID and/or Password, including, without limitation, the Laurentian Bank App and LBCDirect Services;

**"Password"** means either (i) the confidential password you were given to subscribe to Online Services and that you must change when using Online Services for the first time, or (ii) the confidential password you were required to choose when you subscribed to Online Service; it is a confidential combination of numbers, and/or digits, and/or letters, and/or other special characters you select to identify yourself that you must provide to access Online Services;

**"Product"**, **"Service"** refer to any product or service offered by Laurentian Bank that You have applied for, currently hold or may in the future hold, solely or with other persons, or for which You act as the attorney, guardian (tutor), curator, advisor, agent, liquidator, trustee or in any other capacity providing You powers of administration of the property of others in respect to said Product(s), including, without limitation, any account (whether registered or not) for deposit, personal deposit account, term deposit, guaranteed investment certificate, loan, lines of credit, home equity lines of credit, credit cards, personal loans or mortgage loans;

**"Statements"** refers to periodical (monthly or other frequency) statements or receipts delivered to You, which include the details of Your Products held with Laurentian Bank, as well as annual disclosure statements (including annual mortgage information disclosures);

**"Telebanking Centre"** refers to Laurentian Bank's customer service centre;

**"Terms and Conditions"** refers to the present terms and conditions which, upon confirmation of your consent, will govern the delivery of Your Documents electronically, as such terms and conditions may be modified and/or updated from time to time;

**"We"** or **"Us"** means Laurentian Bank;

**"You"** or **"Your"** refer to any person, or that person's authorized representative, who has requested from Laurentian Bank, applied for, or offered to provide a guarantee for, any Product or Service offered by Laurentian Bank;

**"Your Contact Info"** means any of the contact information, including, without limitation, postal address, email address, fax number, or telephone number provided by You accepted by Laurentian Bank through which Laurentian Bank can give You written notice.

**2. CONSENT TO DELIVERY OF ELECTRONIC DOCUMENTS**

You agree to receiving electronically the following notices, documents and information (collectively, the **"Documents"**) regarding Your Products and Services:

- a) Any application, terms and conditions (including these Terms and Conditions), customer agreement and form (including all insurance forms are related documents, if applicable) relating to the Products and Services;
- b) Statements;
- c) Any communication relating to the Products and Services and these Terms and Conditions, including any notice or modification;
- d) Notices or agreements relating to modifications and changes to the terms and conditions governing your Products and Services;
- e) Annual notices or other notices regarding your Products and Services, including without limitation any tax related documentation;
- f) Notice of change regarding applicable interest rate(s), fee(s), charges, or other item mentioned in the disclosure statements that We provide to You when You open a Product or a Service with Us;
- g) Any other document, information, notice or confirmation Laurentian Bank is required by law to provide You in respect to your Products and Services; and
- h) Surveys regarding customer and service experience, either directly through Laurentian Bank or through a third party service provider.

**3. DESIGNATION OF THE INFORMATION SYSTEM TO RECEIVE ELECTRONIC DOCUMENTS**

You hereby designate the Online Services and any email address associated with Your Products and Services (or any links accessible via these means) as the communication means for receiving electronic Documents. We may deliver electronic Documents through any of these communication means in any one or more of the following ways:

- a) by Us posting a message in the message centre in Online Services to notify You that the Document is available to You in an attached hyperlink or PDF document or at the location indicated thereto;

- b) by Us placing the document directly in Online Services;
- c) by Us sending You a Document directly to the email associated with Your Products and Services (or by Us sending You a message at Your email address associated with Your Products and Services, which includes a hyperlink through which the Document is accessible);
- d) by Us inserting a message in your Statement; or
- e) by presenting the Document to You as part of the transaction or selection available only at the time it is presented, in which case You will be instructed to print and save a copy of the Document for your records at that time.

In addition to the electronic Documents, You may also receive, through the Online Services and any email associated with Your Products and Services, any other secured and non-secured messages from Laurentian Bank.

#### **4. YOUR RESPONSIBILITY TO ACCESS AND REVIEW YOUR ELECTRONIC DOCUMENTS**

The Documents You agree to receive electronically contain important information about Your Products and Services, and as such, You agree to access and review Your Documents, either on the Online Services or Your email at least monthly, or at any such other frequency required pursuant to the related Product's or Service's terms and conditions. Should You encounter any difficulty accessing or reviewing the Documents, or if You find Yourself in a situation where You no longer have the ability or technological means to access and review the Documents, You must contact Our Telebanking Centre at 514-252-1846 or toll-free at 1-800-252-1846, available seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time) to resolve Your issues, or to revoke your consent to receiving the Documents electronically in accordance with the provisions of these Terms and Conditions.

#### **5. LENGTH OF TIME YOUR ELECTRONIC DOCUMENTS WILL BE AVAILABLE**

Documents electronically delivered to You will be available on Your Online Services secured session for a maximum period of 7 years and You are responsible for printing and keeping copies of these records. Where Documents electronically delivered to You are not available on Your Online Services, it is Your responsibility to download (save) and/or print a copy and/or taken a screen shot of these Documents for Your file as You will not be provided with paper copies. For example, where a Document is electronically delivered to You at the email associated with Your Products and Services, Your email service provider may make the email and Documents available to You for a different period than what is indicated above.

#### **6. YOUR RESPONSIBILITY TO NOTIFY LAURENTIAN BANK OF ANY CHANGE OF YOUR CONTACT INFORMATION**

You are responsible for advising Laurentian Bank of any change to Your Contact Info including, without limitation, Your address, phone number and email, using either of the following means:

- a) by immediately contacting Our Telebanking Centre at 514-252-1846 or toll-free at 1-800-252-1846, available seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time);
- b) by modifying Your profile section of *LBCDirect* or through any platform offered in your Online Services which provides You with the option to update Your Contact Info or
- c) by contacting Your LBC branch.

When Your Contact Info is updated with regards to a specific Product or Service, such updated Contact Info shall be considered the most current information, and Laurentian Bank is authorized to and may update its records accordingly for any other Products and Services You hold (at its discretion).

#### **7. YOU MAY REVOKE YOUR CONSENT**

You may revoke, at any time, Your consent to receive Documents electronically by informing Laurentian Bank using either of the following means:

- a) by contacting Our Telebanking Centre at 514-252-1846 or toll-free at 1-800-252-1846, available seven days a week between 8:00 A.M. to 8:00 P.M. (Eastern Time);
- b) online via the *LBCDirect* secure messaging service, or through any platform offered in your Online Services which provides You with the option to revoke Your consent;
- c) at Your LBC branch; or
- d) by sending Laurentian Bank a written notice indicating clearly and specifically that You revoke your consent to receiving any Document electronically, by mail, at Your LBC branch. In this case, We will send you, by regular mail at the latest address on Your file, an acknowledgment of receipt of Your revocation in which We will confirm to you the effective date of Your revocation. You acknowledge that revoking Your consent by mail may result in delays in the treatment of Your revocation, and the limitation of liability contained in these Terms and Conditions, below, will apply.

#### **8. DELIVERY OF DOCUMENTS IN PAPER FORM NOTWITHSTANDING YOUR CONSENT TO RECEIVE ELECTRONIC DOCUMENTS**

Laurentian Bank reserves the right to send You Documents in a paper form should it be unable to send them electronically, if Laurentian Bank has a reason to believe You may not have received said Documents or in any other circumstance where Laurentian Bank feels it is appropriate to do so.

#### **9. PRODUCTS AND SERVICES HELD JOINTLY (NOT APPLICABLE TO JOINT ACCOUNTS)**

If the Products and Services are credit products held jointly by You and other persons, if any of the persons have consented to the delivery of electronic documents, all the other persons will continue to receive their Documents related to those Products and Services in paper form, until they have consented to the electronic delivery of their Documents.

#### **10. ADDING OR CHANGING THE TERMS AND CONDITIONS**

We may modify the present Terms and Conditions and inform You of any such changes electronically as provided herein, or by paper, at Our discretion. In this case, Your subsequent use of the Online Services will mean that You agree and have accepted the changes made to these Terms and Conditions. If You

do not agree to any of the changes made to these Terms and Conditions, You must revoke your consent to these Terms and Conditions as per Section 7 above.

In case of any changes made to the definition of Documents, to the information systems listed in Section 3 of these Terms and condition, to the length of time the Documents will be available, or to the revocation process, You will be provided with a new version of these Terms and Conditions and will be requested to expressly consent to these changes.

#### **11. LIMITATION OF LIABILITY OF LAURENTIAN BANK**

You acknowledge that any alert issued to You to inform You that a Document is available to You on the Online Services or sent to the email address associated with Your Products and Services may be delayed, undelivered or inaccurately delivered to You due to technical factors or any other reason independent of Our will. You also acknowledge that there may be a delay of treatment of the revocation of Your consent sent to Us in accordance with Section 7 of these Terms and Conditions. If this is the case, subject to the laws applicable in the jurisdiction governing these Terms and Conditions, Laurentian Bank will not be responsible for any damage, action, demand, cause of action, loss, fee or expense arising out of any such delay or issue, directly or indirectly.

#### **12. EXPRESSION OF YOUR CONSENT TO THESE TERMS AND CONDITIONS AND EFFECTIVE TIME OF YOUR CONSENT**

By selecting or clicking on "I accept", "I agree" or any similar action used to express Your consent, You thereby acknowledge having received, read, and understood the foregoing Terms and Conditions, and You accept the Terms and Conditions herein.

Your consent to delivery of electronic documents will take effect upon Your agreeing to these Terms and Conditions.

#### **13. LANGUAGE (QUEBEC ONLY)**

The Parties have required that these Terms and Conditions and all documents or notices related to it be drafted in the English language. *Les parties ont exigé que ces modalités et conditions et tout autre document ou avis y afférents soient rédigés en langue anglaise.*