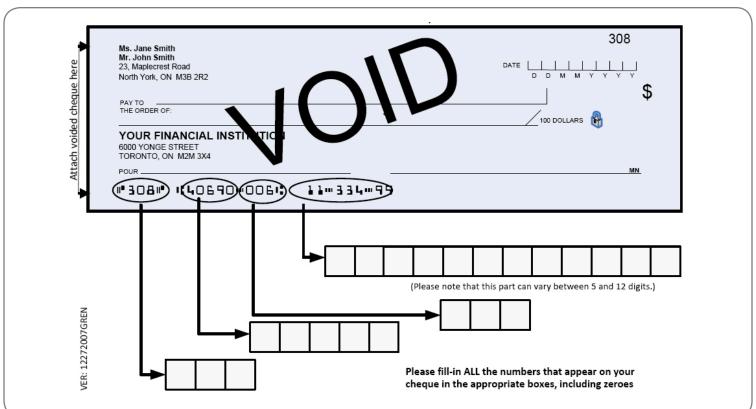


# **Members Electronic Funds Transfer Application**

First Name		Last Name	
Address		City	Postal Code
Province	Telephone - Day ( ) Telephone - Evening ( )		ening ( )
Email address			
Name of group I want to support			
EFT Agreement: If you wish to pay by EFT, you hereby request FundScrip's Electronic Funds Transfer (EFT) Service; and agree to the attached "Electronic Funds Transfer (EFT) Payment Service Agreement - Terms and Conditions"; and authorize FundStream, Inc. (FundScrip's parent company) to debit payments authorized by you from the chequing account specified by you based on the cheque attached below.  You may cancel this authorization at anytime by providing us with written notice of your request to cancel. Such notice shall not have effect on debits made prior to cancellation.  NSF or other returned items are subject to a \$20.00 administrative fee. (Fee subject to change without notice).			
Signature(s)* for EFT Service	•		
Date		* Note: For a joint bank account, all joint bank account holders that would be required to endorse a cheque must sign the application. Additionally, we cannot accept cheques drawn on a line of credit, nor on a credit card account.	
Signature			
Signature			





# 1. DEFINITIONS

The following words or terms shall have the meanings ascribed thereto:

- "Application" means the attached FundScrip Electronic Funds Transfer (EFT) Application together with the terms and conditions herein a. set forth:
- "Authorized Account" means the Canadian financial institution account from which you will authorize FundScrip to debit payments b. hereunder;
- "Authorization" means an authorization which you make pursuant hereto for the purpose of authorizing FundScrip to debit the Authorized Account; and
- d. "You", "Your" means the FundScrip Member that has completed and signed the Application.

# 2. GENERAL

You represent and warrant that all persons whose signatures are required for the Authorized Accounts have consented and agreed to the Application.

You acknowledge that delivery of an Authorization to FundScrip constitutes Your consent to FundScrip and Your financial institution to debit the Authorized Account for the amount stipulated in the Authorization.

The Authorization may be changed or revoked by You at any time upon notifying FundScrip at least 10 business days prior to the effective date of any such change or revocation. You agree to promptly notify FundScrip of any changes to the Authorized Account. Such notifications shall be made to FundScrip by email to: membercare@fundscrip.com; or by postal service to: 666 Sherbrooke Street West, Suite 910, Montreal, Quebec H3A 1E7 (attention: "Member Care").

You hereby represent and guarantee that sufficient funds will be maintained in the Authorized Account to satisfy all of your Authorizations.

You acknowledge that all Authorization s shall be effected by in accordance with the Rules of the Canadian Payments Association.

# 3. AMOUNT AND DATE OF DEBIT PROCESSING

- Upon receipt of an Authorization, FundScrip will, on the next business day, process a debit to the Authorized Account in an amount equal а to the sum of your FundScrip order for a particular session.
- FundScrip reserves the right to decline any Authorization should it have any doubt as to its legitimacy and/or its ability to be collected. In b. the event that an Authorization is declined, FundScrip will use its best efforts to notify You in a timely manner.

# 4. CREATION OF DEBT

Each Authorization shall create a debt of the relevant amount from You to FundScrip and shall be debited from the Authorized Account. Furthermore, each debit made from the Authorized Account(s), shall be treated the same as if You had personally issued a cheque authorizing Your financial institution to pay FundScrip. You will not request the reimbursement in respect to any Authorization that has been initiated by the use of the Password.

# 5. NO FEES

FundScrip does not charge any service fees for Authorization s, provided however, that You agree to reimburse FundScrip for any fees it incurs in the event that an Authorization is not honoured by your financial institution for any reason not attributable to FundScrip.



# **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT SERVICE AGREEMENT**

# **6. DISPUTING A ELECTRONIC FUNDS TRANSFER**

A debit made by FundScrip to the Authorized Account may be disputed by You only under the following conditions:

- the debit was not drawn in accordance with an Authorization;
- b. the Authorization was revoked in accordance with section 2 hereinabove; or
- subject to section 3, no Authorization was made by You. C.

Should You be inclined to dispute an Authorization, You agree to submit a written declaration to your financial institution, sworn by you and attested to by a commissioner of oaths or notary public, to the effect that there had occurred circumstances contemplated in paragraphs (a), (b) or (c) above. Such declaration must be submitted no later than 90 days following the date that the relevant Authorization was posted to the Authorized Account. You acknowledge that should You desire to dispute an Authorization following the said 90 day delay, the dispute will be a matter to be resolved fully between You and FundScrip.

# 7. VARIATION OF TERMS

FundScrip may modify the terms of the Application by notifying You thereof prior to Your next Authorization. Continued use of the Password subsequent to such notification shall constitute Your acceptance of the terms thereby modified.

## 8. OWNERSHIP

The Password is not transferable and shall remain the property of FundScrip. The Application may be cancelled and its privileges revoked at any time by FundScrip without notice to You.

# 9. CONFIDENTIALITY

FundScrip and all of its employees have pledged to keep all information relating to the Application confidential. FundScrip will not permit any information received with respect to the Application to be used for any purpose other than the purpose for which that information was provided. You consent to the disclosure of certain information to Your financial institution and the financial institution acting on behalf of FundScrip in respect to any disclosure of information which is directly related and necessary for the proper completion of the Authorizations.

# **10. LIMITATION OF LIABILITY**

FundScrip shall not be liable for any indirect, consequential or incidental damages including loss of profits suffered by You or others arising out of or in any way connected with FundScrip's performance or failure to perform the services contemplated by the Application, even if FundScrip has been advised of the possibility of such damage, or if such loss or damage arose as a result of a breach of a fundamental term of the Application or a fundamental breach or the negligence of FundScrip, its agents, representatives or employees. The Provisions of this paragraph shall survive termination or expiration of the Application.