

ClickSWITCH® Terms and Conditions

These Terms of Use (the “Terms”) set forth the terms and conditions that govern your access and use of the automatic transaction switching service (the “Service”) provided by Q2 Software, Inc. (“Q2”). This Service is considered to be a Third Party Service under the terms of your Electronic Services Agreement with Innovation Federal Credit Union (“Innovation”). By enrolling in or using this Service, you agree to be bound by the Terms, as may be amended from time to time as provided for in Section 18 below.

1. Account Switch Service. The Service is a personal finance management service that allows you to move your automatic transactions from accounts at existing financial institutions (“Existing Financial Institutions”) to your accounts at Innovation or set up new automatic transactions (including online payments, automated payments and direct deposits) at Innovation. The Service is provided to you by Q2 without charge. The term “you” or “your” refers to you and, if applicable, the company or legal entity that you represent. The term “we”, “us” or “our” refers to Q2.

2. Privacy and your Personal Information. We care about your privacy. You understand that by using the Service, you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our [Privacy Policy](#), and to have such information collected, used, processed and stored in Canada. You consent to the sharing of your personal information between Innovation and us for the purpose of providing you with the Services. Neither Q2 nor Innovation can guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

3. Account Information from Existing Financial Institutions. With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct Q2 to retrieve your information, including without limitation, data, Q2 username and other content (“Account Information”), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. Q2 will not access the passwords, PIN and log-in information for your accounts with Existing Financial Institutions. Q2 works with one or more online financial service providers (“Third Party Providers”) under contract to access this Account Information. By using this feature of the Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. Q2 makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

Q2 and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. Q2 cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

4. Your Responsibilities and Agreements. You may not access or use the Service if you are not of legal age to form a binding contract with Q2. If you access or use the Service, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in Section 6 and otherwise in accordance with the Terms and any one-line user instructions.

Accurate records enable Q2 to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our “add account” setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

5. Protecting Your Registration Information. You agree and understand that you are responsible for maintaining the confidentiality of your Q2 password which, together with your login ID allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide form your "Registration Information." It is your responsibility to update or change your Registration Information, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify Innovation immediately by contacting them at 1.866.446.7001.

6. Your Use of the Service. You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing Financial Institutions to your accounts at Innovation, or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at Innovation.

You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Q2 or Innovation, in their sole discretion, may elect to take.

7. Use with Your Access Device. Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. Q2 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

8. Online Alerts. Q2 may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Q2 may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Q2 may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Q2 endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither Q2 nor Innovation shall be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9. Disclaimer of Representations and Warranties. THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. Q2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. Q2 MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Q2 MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR

COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

10. Not a Financial Planner, Broker or Tax Advisor. NEITHER Q2 NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. Q2 IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between your Existing Financial Institutions and Innovation. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant, lawyer, or financial advisers who are fully aware of your individual circumstances.

11. Rights You Grant to Q2 in Connection with Switch Assist. By submitting Account Information to Q2 through the Switch Assist feature of the Service, you are licensing the Account Information to Q2 solely for the purpose of providing the Service. Q2 may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to Q2, you represent that you are entitled to submit it to Q2 for use for this purpose, without any obligation by Q2 to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. You hereby authorize and permit Q2 to use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

12. Power of Attorney. For purposes of these Terms and solely to provide to you the Service, you grant Q2 a limited power of attorney, and appoint Q2 as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, Innovation's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at Innovation, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Q2 IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, Q2 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

13. Feedback. You agree that Q2 may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Q2 a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Q2 in any way. Q2 will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

14. Intellectual Property Rights. The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under applicable copyright, trademark and other laws in Canada. The Service and its contents belong or are licensed to Q2. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of us, except as expressly authorized by these Terms.

15. Access and Interference. You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Q2's express written consent, which may be withheld in Q2's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

16. Limitations on Liability. Q2 AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO

ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF Q2 AND/OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, Q2'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED CANADIAN DOLLARS).

17. Your Indemnification of Q2 and its licensor(s). You will defend, indemnify and hold harmless Q2, Innovation, and their respective parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable legal fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

18. Modifications. Q2 may modify these Terms (including the Privacy Policy) from time to time at its sole discretion. Any and all changes to these Terms will be posted on the Q2 site. You are deemed to accept and agree to be bound by any changes to these Terms (including the Privacy Policy) as of the date when you next access or use the Service after those changes are posted.

19. Termination of your account and the Service. Q2 may terminate or suspend your access and use of the Service in whole or in part and/or your Service account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your Services account with Q2, your right to use the Service will immediately cease. Your breach of these Terms may also be deemed by Innovation to be a breach of your Electronic Services Agreement with Innovation and subject to the terms thereof.

If you wish to terminate your Q2 account for the Service, you may discontinue your use of the Service by calling Innovation at 1.866.446.7001 to express your request, or by sending mail to the following postal address: Innovation Federal Credit Union, 1202 102 St, North Battleford, SK S9A 2Y7.

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

20. Governing Law. These Terms, and your relationship with Q2 under these Terms, shall be governed by the laws of the province where you reside and the laws of Canada applicable to that province, excluding any principles of the conflict of laws that would apply to a different body of law. Further, you and we agree to the jurisdiction of the courts of the province in which you reside to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or your use of or access to the Services.

21. Waiver of Jury Trial and Class Action Waiver. YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH Q2, ITS LICENSOR(S), OR EITHER OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, YOU HEREBY WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY. In addition, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in the state or federal courts located in the province in which you reside.

23. Assignment. These Terms and your access and use of the Service is not assignable, transferable or sublicensable by you except with Q2's prior written consent. Q2 may transfer, assign or delegate these Terms and its rights and obligations without consent.

24. Miscellaneous. If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of

competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If Q2 does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Q2 has the benefit of under any applicable law), this will not be taken to be a formal waiver of Q2's rights and that those rights or remedies will still be available to Q2. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and Q2 regarding the subject matter of the same and supersede all other previous agreements.

Contact.

Please contact us at 1.866.446.7001 with any questions regarding these Terms.

Last Updated

These Terms were last updated November 22, 2024.