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## Oaken Digital Access Agreement

This Agreement, as amended from time to time, governs your use of Oaken Digital and applies when you access or use Oaken Digital.

### 1. Definitions

In this Agreement, unless otherwise defined, the following terms have the following meanings:

<b>Account</b>	means any account or deposit you have with us
<b>Agreement</b>	means this Oaken Digital Electronic Access Agreement
<b>Device</b>	means an electronic device that you use to access Oaken Digital including, a personal computer, cellular phone, tablet, telephone, smart phone, or personal digital assistant
<b>Oaken Digital</b>	means access to Oaken's digital application and our websites using a Device, including use of our websites or our mobile applications that are specifically designed for mobile devices
<b>Instruction</b>	means any communication, notice, request or command that we receive to effect a transaction, reset a Password, identify a concern, ask a question or otherwise communicate with us or others through Oaken Digital
<b>Login details</b>	means any combination of your Username, Password, biometric details, and/or Verification Code
<b>Password</b>	means a confidential combination of numbers, letters and/or characters you create and use to sign on to or transact on or through Oaken Digital
<b>Username</b>	means the user identification you use to sign on to Oaken Digital
<b>Verification code</b>	a temporary and unique numerical code provided to you as part of the multi-factor authentication process
<b>We, us and our or Oaken Financial</b>	means Home Bank, providing Oaken Digital under the business name Oaken Financial. Home Bank and its parent Home Trust Company provide Oaken Digital
<b>Website</b>	means any website operated by us through which you can access Oaken Digital
<b>You, your, account holder, customer</b>	means you, the person, corporation, partnership, Authorized Person or other customer who has entered into an agreement with Oaken Financial, to use Oaken Digital and/or access an Account.

### 2. Agreement

By using Oaken Digital, you acknowledge that you have read, understood and agree to this Agreement, in the same way as if you had signed a printed version. This Agreement will continue to apply every time you access Oaken Digital.



### 3. Access

Oaken Digital may be accessed only by use of your Login Details. You must have an operational email account to use Oaken Digital.

You should only access Oaken Digital from your own Device and your own private wireless connection, and you should avoid use of open WiFi services when accessing Oaken Digital.

In our sole discretion, in addition to any other rights or remedies available to us and without any liability whatsoever, we may at any time, and without notice, terminate or restrict your access to Oaken Digital.

Oaken Digital is only available to individuals aged 13 and up. Children aged 12 and under are not permitted to use Oaken Digital, and any such use shall be considered null and void.

### 4. Limitations of Oaken Digital

You may not have access to all of the features, functionality, services, content or information on Oaken Digital.

We will not be responsible or liable for any features, services, content or information you miss as a result of your use of Oaken Digital.

### 5. Security

You must keep your Login Details confidential. You agree that you will:

- not disclose your Login Details to any other person;
- memorize your Login Details and keep them confidential;
- take all reasonable precautions to ensure no one else sees or learns your Login Details;
- not store your Login Details (other than your biometric information) on your Device;
- create a strong Password and avoid one that can be easily guessed;
- avoid any Passwords that you are using for other accounts, profiles, products or services;
- keep any Devices used to access Oaken Digital locked when not in use;
- not respond to any pop ups, emails, text messages or other requests for your Login Details, even if such messages appear to be from us;
- maintain up-to-date anti-virus programs, anti-spyware programs and a firewall on any Devices used to access Oaken Digital;
- frequently monitor your statements and/or transactions; and
- ensure that you log out at the end of each of your Oaken Digital sessions.

You must notify us immediately upon learning of any of the following:

- your Login Details are lost or stolen, or were disclosed to, or obtained by, anyone else or may be known by anyone else;
- suspicious, unusual or fraudulent activity concerning your Account;
- any suspicious activity on your personal Device, personal information, or of email account compromises;
- the loss, theft, or misuse of a Device that you registered with us for the Services.

**Contact us at 1-855-OAKEN-22 (625-3622) or [fraud@oaken.com](mailto:fraud@oaken.com).**

You agree not to use Oaken Digital for an illegal, fraudulent, misleading or improper purpose, or to do anything that could have a negative impact on, interfere with, compromise, or alter the security, integrity, speed or functioning of our systems including Oaken Digital or that could allow unauthorized access to our systems.



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Text messages, push notifications and email communications from Oaken Digital are not encrypted. Oaken Digital masks your Account numbers, but information about you, your Account or Account activity may be included in text messages or email communications. Anyone with access to your Device can view the content of these messages.

## 6. Liability

You acknowledge and agree that we will not be liable for any losses or damages that you may suffer as result of:

- your use of Oaken Digital including if Oaken Digital is unavailable for any reason;
- your use of any software, hardware or applications from a third party including those that we may make available to you;
- your use of any communications networks, private, public or otherwise, operated by a third party;
- your failure to protect your Device and Login Details, or otherwise comply with your obligations at Section 5 above.

## 7. Instructions

You agree and confirm that we will rely on your Instructions, including Instructions from any Authorized Person (and references to “you” include any of your Authorized Persons – see Section 10 below), without independent verification.

**You agree that you will be liable for the transactions that are conducted on your Instructions, and any losses that may arise from these transactions. You agree that we may maintain a record of your Instructions.** If you provide Instructions by telephone, we may record your voice or responses and you agree and consent to such recording for record keeping purposes and quality control. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

You acknowledge and agree that we may decline to act on an Instruction if we suspect that the Instructions are not from you, are inaccurate or unclear, have not been properly authorized by you, or are provided by you for some illegal or improper purpose. We will not be liable if we decline to act on an Instruction in these circumstances. We are not under any obligation to verify the actual identity or authority of the user of any Username or Password.

## 8. Oaken Digital security guarantee

Oaken offers a 100% Digital Security Guarantee: if an unauthorized transaction is conducted through Oaken Digital, we will reimburse you 100% for any resulting losses to your accounts, provided that you have complied with your security obligations under Section 5 above and your other obligations under this Agreement.

All transactions conducted by you, or by someone you have provided your Login Details to, are final, complete and binding on you. **We will not reverse nor will we reimburse or compensate you for any such transactions completed.**

## 9. Service charges and fees

There are currently no costs or fees associated with your use of Oaken Digital. Transaction fees and charges, if any, will be governed by the terms and conditions applicable to the Account. Similarly, payment will be in accordance with the terms and conditions governing the Account.

## 10. Account holders that are not individuals

This Agreement also applies if you are operating as a business or otherwise operating not as an individual. You may appoint up to three individuals who will be the only individuals permitted to access Oaken Digital on behalf of the corporate entity, association, general partner, limited partner, trustee or similar entity who owns the Account (each an “Authorized Person”). Each Authorized Person will confirm their identity with us and is responsible for maintaining the

confidentiality of their Login Details. For certainty, all provisions of this Agreement apply to each Authorized Person to give Instructions or otherwise transact using Oaken Digital. Each Authorized Person has full authority to transact and provide Instructions using Oaken Digital.

By designating a person as an Authorized Person, you are authorizing that person to view information about the Account, to give Instructions and to otherwise carry out online transactions on your behalf, to give Instructions or otherwise transact using Oaken Digital. You are responsible for ensuring each Authorized Person complies with these terms, including eligibility or other requirements. **You agree to accept responsibility for all losses that may arise from any unauthorized use by an Authorized Person or for losses resulting from entry errors.** Each Username is to only be used by the person to who such Username was assigned.

### **11. Indemnity**

You agree to indemnify and save us harmless against any claims, causes of action or demand, costs or liabilities incurred by us in connection with any services provided by us to you or any other dealings between you and us, including any breach by you or an Authorized Person of any term or condition of this Agreement or occurring as a result of your use, or the use by an Authorized Person, of Oaken Digital.

### **12. Limitation of liability**

This section does not apply to residents of Quebec. We are not responsible for any losses, costs, damages or any failure to obtain any profit in connection with your use of Oaken Digital or with any of our other products or services, without limitation and however caused, unless we were grossly negligent. If we were grossly negligent, you will not hold us liable for any indirect, incidental, special, punitive or consequential damages (including lost profits, loss of revenue, loss of business opportunity, damages for inconvenience). Our entire and sole liability to you is as described above in section 8 – Oaken Digital Security Guarantee. You will be responsible for any loss, cost or liability (including reasonable legal charges) incurred by us as a result of your failure to comply with this Agreement and any other losses arising from your use of Oaken Digital including, without limitation, (i) your failure to abide by, follow or comply with the security measures outlined in Section 5; (ii) any delay, error, interruption or failure by us to perform or fulfill any of our obligations to you due to any cause beyond our control (i.e. system malfunctions or technical failures); (iii) any mistakes, errors, omissions or inaccuracies in the information provided by you to us; and (iv) any entry errors when using Oaken Digital or our Websites.

### **13. Agreement**

This Agreement supplements any other existing and future written agreements that you have with us and any terms, conditions or disclaimers provided on our Website. For example, there are a variety of additional terms, conditions and disclaimers in other agreements that govern your use of the Account. If there is a conflict between a term in this Agreement and any other written agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.

We may, from time to time at our discretion and without prior notice (other than notice required by law including notice required if we introduce or increase fees pertaining to this Agreement), amend this Agreement. You understand that we may add, remove or change any part or feature of Oaken Digital at any time, without giving notice to you. You may refuse any amendment that we make to this Agreement by terminating this Agreement and your access to Oaken Digital without cost, penalty or cancellation indemnity by notifying us within 30 days of the effective date of the amendment.

#### 14. Intellectual property

None of the content found on Oaken Digital may be reproduced, republished, distributed, displayed, sold, transferred, or modified without our express written permission. All software used on this site is the property of Home Trust Company or its software suppliers and is protected by Canadian and international intellectual property laws.

All trademarks and design marks displayed on Oaken Digital (collectively, the “Trademarks”) are registered and common law trademarks belonging to or licensed by Home Trust Company or Home Bank. The trademarks of VISA are used under license. Nothing contained on Oaken Digital should be construed as granting, by implication or otherwise, any license or right to use any trademarks, including the Trademarks, except with our express written permission or the other party that may own the applicable trademarks.

#### 15. Your privacy is protected

If you are accessing Oaken Digital, you shall provide us directly or indirectly with information about you including your name, address, and email address and we may collect your online activity information using cookies and other tracking technology (collectively, “**Personal Information**”). Your online activity information may be used together with other information we have about you to assess the effectiveness of online promotions, to gather data about website and Oaken Digital functionality, to understand your interests and needs, to provide you with a customized online experience, for fraud detection purposes, and to communicate information to you and market products and services that may be of interest to you.

You consent to the collection of the Personal Information by us and to the use, retention and disclosure of the Personal Information as is reasonably required in connection with (i) the establishment and maintenance of Oaken Digital, to meet legal and regulatory requirements and for statistical, audit and security purposes; (ii) for determining your eligibility for any other products or services to be offered; and (iii) the effectiveness of online promotions, gathering data about website functionality, understanding your interests and needs, or providing you with a customized online experience, all in accordance with the Home Trust Company Privacy Code. Personal information may be shared with our service providers (including outside of Canada) to provide services on our behalf. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust website at [www.hometrusted.ca](http://www.hometrusted.ca) or call us at **1-855-OAKEN-22 (625-3622)**. You have the right to access your Personal Information and change, as applicable, any Personal Information which may be obsolete or incorrect.

To access and/or change your Personal Information, or to exercise your right to withdraw your consent to the use of the Personal Information for marketing purposes, please call us at **1-855-OAKEN-22 (625-3622)** or write to Home Trust Company at 145 King Street West, Suite 2300, Toronto, ON M5H 1J8.

#### 16. Consent to electronic delivery

You consent to the electronic delivery of the following documents and information (“Documents”) through Oaken Digital:

- Applications for your accounts and any related forms;
- statements relating to the Account;
- changes to the Agreement;
- changes to any interest rate(s), fee(s), and any other items appearing in the interest disclosure documentation you received when you opened the Account or acquired an investment or when you made any changes to the Account or investment or which we have subsequently made and disclosed to you in accordance with the agreement we provide to you for the Account, including each Investment



- communications about the terms and conditions of this consent including changes and confirmations; and
- any other confirmation, notice or information that we are required by law or otherwise to provide you in writing relating to your Account.

By enrolling in Oaken Digital, you confirm your consent to electronic delivery of documents. This consent takes effect immediately upon completing your enrollment in Oaken Digital.

If you do not agree to these terms and conditions, you may revoke your consent as follows:

- by updating your document delivery preferences in Oaken Digital;
- by calling **1-855-OAKEN-22 (625-3622)**

We will confirm that we have received your notice revoking this consent, and specify in writing when it takes effect.

### **17. Contact information**

You must advise us of any changes to your contact information that you have provided us in connection with Oaken Digital. Customers can log in to Oaken Digital and use the 'Update my profile' function to provide their latest contact information.

### **18. Delivery of documents**

When we deliver a Document electronically, we will do so by making it available to you through Oaken Digital. When a new Document is issued, we will post a message notification on Oaken Digital to notify you that such Document is available. In other cases, we may present a Document to you as part of an Oaken Digital transaction or selection.

You must open and review Documents which will contain important information about your Account, including interest rate and fee changes. Documents may be limited to links or information in message notifications. In addition to message notifications, you may choose to be sent or given other alerts to notify you when Documents or related information is available.

### **19. Availability of electronic documents**

Change Notices are accessible after they are posted in Oaken Digital unless you delete them. Statements are accessible for 7 years after they are posted in Oaken Digital. Documents provided to you as part of an Oaken Digital transaction or selection will be available only at the time they are presented; you will be instructed to print or save a copy for your records. You are responsible for downloading and saving or printing a copy of Documents for your records.

### **20. Obligations to access and view notices**

You agree to access Oaken Digital at least once every 30 days to review Documents. You further agree that at least once every 90 days you will examine Account entries and balances and notify us in writing if you believe that there are errors, omissions or irregularities in your Account. Such notice must be within 90 days after the date on which the entry was, or should have been, posted to your Account.

### **21. Paper documents**

If we have reason to believe you may not have received a Document, we may send it by mail. We reserve the right to provide you Documents by paper delivery at our option. Any paper delivery will be provided to you at the most current mailing address that we have on file for your Account.

## **22. Notice**

Notices from us to you required under the terms of this Agreement may be sent to your email address or residence address last shown on our records or posted on Oaken Digital. Instructions may be sent to us in any manner set out in section 7. You are responsible for notifying us of any change to either your email address or residence address, as noted in section 17 above.

## **23. Termination**

We may terminate this Agreement with you or withdraw your access to Oaken Digital at any time, without notice to you, in which case this Agreement will continue to apply in respect of your past access. We will not be liable for any losses or inconvenience that result from our withdrawal of your access. You may terminate your use of Oaken Digital at any time, without penalty.

## **24. Language – Langue**

You hereby acknowledge having required that this Agreement and all notices and documents relating thereto be drafted in English. Vous reconnaissez avoir exigé que la présente convention ainsi que tous les avis et documents s'y rapportant soient rédigés en anglais.

## **25. Other general and legal provisions**

This Agreement is governed by the laws of the jurisdiction designated as your address on your Savings Account application form and the federal laws of Canada applicable in that jurisdiction. In the event any provision or part of any provision of this Agreement is deemed to be illegal, invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by a court, such provision or part of such provisions shall not affect the validity of any other provision or the remainder of such provision and the remaining provisions shall remain in full force and effect.

Except for residents of Quebec, you submit and attorn to the exclusive jurisdiction and venue of the courts of the Province of Ontario with respect to any matters arising from or related to this Agreement, including your use of our Websites and any disputes or claims arising therefrom. If you are a resident of Quebec, you submit and attorn to the exclusive jurisdiction and venue of the courts of the Province of Quebec with respect to any matters arising from or related to this Agreement, including your use of our Websites and any disputes or claims arising therefrom.

You acknowledge and agree that while you may access Oaken Digital from other jurisdictions outside of Canada, some information on our Websites may not be available to you in those jurisdictions. If you access Oaken Digital outside of Canada, you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access or use of Oaken Digital.