

Terms of Use

1.1 Introduction

The Cold Lake Ambulance Society hereafter referred to as CLAS, is the provider of the *Interac* e-Transfer® service. The Sender of an *Interac* e-Transfer has instructed Moneris to send the payment to CLAS and has provided your name and either your email address or your telephone number (or both), and some questions for you to answer so we can protect the funds. In accordance with that institution's terms and conditions. You must register with CLAS and accept these Terms of Use.

Please read the following terms and conditions carefully and indicate that you agree to abide by them by selecting "I Agree" at the bottom of this page. Once you have indicated your agreement, you will be registered. Registration with CLAS is a one-time process. It is only required the first time you choose to send an *Interac* e-Transfer. If you do not agree with all of the terms and conditions, please contact the Cold Lake Ambulance Society to arrange another method of payment.

1.2 Definitions:

When we use the words "CLAS" in these Terms of Use, we mean The Cold Lake Ambulance Society, its employees, agents, contractors, subcontractors and suppliers, as appropriate. "Sender" means the person who sent you the *Interac* e-Transfer.

1.3 The *Interac* e-Transfer Service:

The *Interac* e-Transfer service is a person-to-business payment service that lets one person make a payment to another electronically. CLAS facilitates *Interac* e-Transfer payments only. CLAS is not a financial institution and is not subject to banking regulations. For banking services, you should contact your financial institution.

1.4 Privacy:

CLAS collects certain information about you in order to complete *Interac* e-Transfers. The collection and use of that data is subject to our Privacy Policy. Please review our Privacy Policy for a full description of the information we collect, how we protect it, why we need it and how we use it.

1.5 Agreement to Terms and Conditions:

By indicating your agreement to these terms and conditions, you will be agreeing that you have read and understood them, and that you agree to be bound by them and comply with them. By clicking "I Agree", you enter into a legal contract with CLAS. By clicking "I Agree", you agree to be bound by the terms and conditions set out herein, whether or not you have read them. CLAS may make changes to these terms and conditions at any time. You will be notified of any material changes to the terms and conditions when you deposit subsequent transfers and will be asked to confirm that you still agree to be bound by the amended terms and conditions. Your ability to use this website is dependent upon your agreement to these terms and conditions. We encourage you to print a copy of these terms and conditions and any updates for your own files.

1.6 Use of the *Interac* e-Transfer Service:

- a) You may only use the *Interac* e-Transfer service to transfer funds that are intended for bill payment.
- b) You may only use the *Interac* e-Transfer service to submit a payment of funds to the CLAS account.
- c) Once our records show that you have submitted an *Interac* e-Transfer, the *Interac* e-Transfer will be deposited into the CLAS banking institution.
- e) CLAS may also decline to complete the *Interac* e-Transfer because you have supplied incorrect information to us, because you cannot answer the security question, because your personal information cannot be verified or because the *Interac* e-Transfer exceeds a transaction limit. If the *Interac* e-Transfer cannot be completed, we will automatically notify the Sender that it must be cancelled. If the Sender cancels the *Interac* e-Transfer, for any of the above reasons, your sole remedy for non-payment is against the Sender and you will have no claim against CLAS.
- f) CLAS will not charge you a fee for processing your *Interac* e-Transfer.
- g) You will receive an email indicating that we have received incorrect information, and you will have one opportunity to correct this information by editing your profile on the *Interac* e-Transfer site. If the *Interac* e-Transfer deposit fails a second time due to invalid account information, we will cancel the *Interac* e-Transfer and send the full amount back to the financial institution of the Sender.
- h) In order to process *Interac* e-Transfers and verify your personal information, you authorize us to disclose personal information you have provided to us to carefully selected third parties who may check the accuracy of such personal information and may provide verification of such personal information based on information they have previously collected about you.

1.7 Disclaimers:

- a) System malfunction: CLAS is not responsible or liable for any loss resulting from causes outside its direct control, such as failure of electronic or mechanical equipment or communication lines, electronic viruses or malware, unauthorized access to our systems, theft, operator error, severe weather, natural disasters, strikes or other labour problems, wars, governmental restrictions, or for any loss of information caused by disruptions in or malfunctions of service.
- b) Exclusion of Warranties: You expressly understand and agree that CLAS provides a medical service only. CLAS only obligation is to carry out the Sender's instructions by inviting you to register with CLAS, and collect your *Interac* e-Transfer through the *Interac* e-Transfer service. To the fullest extent permitted by applicable law, CLAS expressly disclaims any warranties of any kind, whether express or implied, statutory or otherwise, with respect to the service it renders and with respect to the transactions between you and the Receiver. You assume all liability and risk arising from your acceptance of *Interac* e-Transfers with CLAS, including any liability or risk that the Sender improperly directed the *Interac* e-Transfer to you, that you may be required to return the *Interac* e-Transfer to the Sender for any reason, that the *Interac* e-Transfer was illegal, or that you may legally be required to turn the *Interac* e-Transfer over to another person for any reason. You agree that CLAS is not liable or responsible for any losses or damages suffered by you because of *Interac* e-Transfers.

1.8 Eligibility and Your Responsibilities:

a) Eligibility: To use this service, you must be at least 18 years old and able to form legally binding contracts under applicable law. You must also be a Canadian resident. The first time you send an *Interac* e-Transfer, you must register by providing certain identifying information and answering a question provided by CLAS.

b) Information: You must provide true, accurate and complete information when filling out the form and in all of your communications with CLAS. You agree not to impersonate any person or use a name you are not authorized to use. If any information you provide to us changes, you agree to notify CLAS prior to transferring subsequent payments. We suggest that you print a copy of the information that you have provided to us by selecting "My Profile" once you have logged in to the Web Site. You agree that we are entitled to rely on the information you provide us as to your address, email address, telephone number, or identity, and that any loss suffered because this information is inaccurate or incomplete will be borne by you alone and not by CLAS. If any information you give is untrue, inaccurate, outdated or incomplete, CLAS has, among other remedies, the right to disable or terminate the transaction immediately and block you from registering again. In addition.

c) Use of the *Interac* e-Transfer Service: You agree to use the *Interac* e-Transfer service only for lawful purposes. You will not use the *Interac* e-Transfer service in violation of any applicable laws or regulations. You agree that CLAS has the right, in its sole discretion, to disable your profile or refuse to process any transactions with you. As described more fully in the Privacy Policy, CLAS may also report suspicious activity to the appropriate authorities and the participating financial institutions. You agree that CLAS will not be liable to you or held responsible for such termination or refusal of service or for reporting suspicious activity to the appropriate authorities.

e) Copyright and Trademark Protection: You acknowledge that the names The Cold Lake Ambulance Society, CLAS, *Interac* e-Transfer, and all logos and contents of the Web Site are the property of CLAS, protected under copyright, trademark and other laws. The compilation of the content on this Web Site is the exclusive property of CLAS, and is protected by copyright laws. You may not sell, copy or modify any of the contents of this Web Site or otherwise use it for any public or commercial purpose. You may not use any of the contents of this Web Site on any other Web Site for any purpose.

f) Indemnification: To the greatest extent permitted by law, you indemnify CLAS, and hold it harmless for any claims, liability and expenses of any kind arising out of your breach of these terms and conditions, or your use of this Web Site, its contents, or any other material or information provided to you by CLAS.

1.9 Electronic Communications:

You agree that these terms and conditions, once you have selected "I Agree" at the end, will constitute a binding contract between you and CLAS. You agree that the following may be provided to you by electronic means: notice of amendments to the terms and conditions; records of payments received through CLAS, including confirmations of individual transactions; disclosures or notices required to be provided by law; and customer service communications, including any communications with respect to claims or complaints initiated by you. We are entitled to rely on the contact information (including the email address) provided to us by you, and any electronic communication sent to you will be deemed to have been received by you no later than five business days after CLAS sends it to you whether or not you actually receive or retrieve the communication. You should print a paper copy of these terms and conditions and any electronic communications from CLAS for your records.

1.10 Receiving Transaction Limits:

CLAS has the right to impose limits on the value of any transaction and the cumulative value or number of transactions during a specified period of time.

1.11 Records of Transactions:

Records of all transactions will have a confirmation which will be sent by electronic communication to you and to the Sender when, according to CLAS records, an *Interac* e-Transfer has been initiated from your account; when an *Interac* e-Transfer has been processed; or when the funds have been sent back to the financial institution of the Sender. If you think a confirmation or transaction record is incorrect, you must contact CLAS no later than 30 calendar days after a transaction confirmation has been sent to you; otherwise the confirmation will be deemed to be correct. Any dispute relating to records of transactions from the *Interac* e-Transfer service will be resolved as set out below in the section entitled "Complaints or Disputes".

1.12 Funds Delivery Time:

You acknowledge that there are a number of factors outside of the control of CLAS that affect the timing of when funds are transferred to CLAS account, such as internal rules of your financial institution regarding the transfer of funds. We make no representations or warranties regarding these factors outside of the control of CLAS and you agree that we shall not be liable for any actions taken or which are not taken by third parties including by your financial institution, nor shall we be liable for any actual or consequential damages relating to the same.

1.13 Termination:

CLAS has the right, in its sole discretion, to terminate your registration and ability to access the Web Site or use any other services provided by CLAS.

1.14 Severability:

If any provision of these terms and conditions is found to be invalid, the invalidity of that provision will not affect the validity of the rest of these terms and conditions, which will remain in full force and effect.

1.15 Waiver:

If CLAS waives any provision of these terms and conditions that will not imply that we will continue to waive that term or that we waive any other term.

1.16 Jurisdiction:

The *Interac* e-Transfer service is maintained in the Province of Alberta, Canada. It can, however, be accessed from places around the world. Although these places may have different laws from Alberta, by selecting "I Agree" where indicated at the bottom of this page, you agree that the laws of the Province of Alberta will apply to all matters relating to your use of the *Interac* e-Transfer service, without regard to rules relating to conflict of laws. CLAS makes no claims that anything on this site may be lawfully viewed or downloaded outside of Canada. Access to materials on this site may not be legal by certain persons or in certain countries. If you access the service from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your

jurisdiction. Any dispute relating to these terms and conditions or the *Interac* e-Transfer service will be resolved as set out below in the section entitled “Complaints or Disputes”.

1.17 Links:

This Web Site may contain links to third party Web Sites. These links are provided solely as a convenience to you and do not imply any endorsement by CLAS. CLAS is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party sites. If you decide to access linked third party Web Sites, you do so at your own risk.

1.18 Complaints or Disputes:

If you need more information or you believe that a confirmation or transaction record is incorrect, contact The Cold Lake Ambulance Society, by email to jgray@coldlakeambulance.ca