

STANDARD TERMS AND CONDITIONS

IMPORTANT: Your access and use of SNB's Services will be governed by these Standard Terms and Conditions ("STC"). Before you access the Services or submit a signed Application Form, read these STC thoroughly, because upon submission of a signed Application Form or access to the Services, you will be deemed to have agreed to these STC in their entirety. Your "Agreement" with SNB will consist of the Application Form, the Standard Terms and Conditions, and any Supplemental Conditions incorporated herein by reference.

ARTICLE 1.00 DEFINITIONS

1.01 In these STC, the following terms shall have the following meanings:

- (a) "Client" means those persons or entities, their employees or agents authorized by this agreement to access SNB Customer Services and includes the signing officer.
- (b) "Administrator" is the individual who registers Individual Users on behalf of the client;
- (c) "Database" or "Databases" means the database(s)/service(s) that the Individual User is authorized to access pursuant to the terms and conditions of this agreement .
- (d) "Individual User" or "you" or "your" or "their" or "theirs" means the individual or organization named on the Application Form who is authorized by SNB or its agent to access certain Databases , pursuant to the terms and conditions of these STC;
- (e) "Electronic Funds Transfer" or "EFT" means the electronic transfer of funds between the End Users bank account and SNB's bank account. The EFT will be initiated by SNB.
- (f) "Password" means a code initially issued to the Individual User by SNB, and thereafter chosen by the Individual User which, for security purposes, is required in order to complete the Validation process;
- (g) "Services" means the grant of limited access to a Database(s) by SNB to an Individual User pursuant to the terms of the Application Form and these STC and any Supplementary Conditions;

- (h) "Signing Officer" is the individual who signs on behalf of the client on the Application form and is responsible for the actions of the Individual Users under that client account;
- (i) "SNB" or "we" or "our" means SNB, as represented by its authorized employees, officers, or agents;
- (j) "Supplementary Conditions" means the conditions to which an Individual User must agree, if any, in addition to the terms of these STC, in order to be authorized to use the Services of one or more specific Databases;
- (k) "User ID" or "User Name" means a code issued to the Individual User by SNB that identifies an Individual User to SNB for financial and other administrative purposes, and which gives an Individual User access to the Services provided that the code is compatible with the corresponding Password;
- (l) "Validation" means the process whereby SNB authorizes an Individual User to access the Services, and without limiting the generality of the above, shall include the assignment of a Password to an Individual User.

ARTICLE 2.00 ACCESS TO THE SERVICES

- 2.01 By signing Part 1 of the Application Form, the Signing Officer agrees to these Standard Terms and Conditions and is responsible for the Individual Users accessing these Services under their client account
- 2.02 Upon acceptance by SNB of the Application Form submitted by the Client, the Individual User shall be provided with a User ID and a Password, giving the Individual User access to the Services identified on the application form.
- 2.03 The Individual User acknowledges that access to certain Databases may require the acceptance of Supplementary Conditions by the Individual User. Such Supplementary Conditions, including those appearing as an online system message shall form part of these STC. In the event of conflict between the terms of the said Supplementary Conditions and these STC, the terms of the Supplementary Conditions shall prevail.

- 2.04 Initial access to any Database shall be deemed to bind the Individual User to the terms and conditions of these STC and any Supplementary Conditions.

The rights conferred upon the Individual User pursuant to these STC are non-exclusive and SNB may at any time enter into agreements of an identical, similar or different nature with any person, firm or corporation.

ARTICLE 3.00 RATES AND PAYMENT

The Signing Officer,

- 3.01 Agrees to be liable for all charges to their account with SNB.
- 3.02 Agrees to have all amounts owing withdrawn (via Electronic Funds Transfer) from the account number identified on Part 2 of this application form. Amounts owing SNB will be withdrawn from time to time and may be specified with the program specific application form.
- 3.03 Agrees that dishonoured transfers will be subject to an administration fee for each occurrence and may result in the immediate cancellation of Electronic Fund Transfer privileges.
- 3.04 Understands that incorrect or misleading information will result in the termination and/or suspension of EFT privileges. Any outstanding amounts to SNB become immediately due and payable and will be offset against any amounts due the Client from SNB. Reinstatement of EFT privileges is at SNB's discretion.
- 3.05 Authorizes the receipt and exchange of credit information on both the Individual User and Signing Officer.
- 3.06 Represents that the account will be used for purchases of products or services that are strictly for the benefit of the Client.
- 3.07 Represents and warrants that all persons whose signatures are required to sign the Client's bank account have signed part two of the Application form, that all persons executing this agreement on behalf of the Client are duly authorized signing officers and are empowered to enter into such

an agreement and that, upon execution and delivery, this agreement will constitute a valid obligation binding upon and enforceable against the Client in accordance with its terms.

- 3.08 Acknowledges that authorization provided by this agreement will remain in full force and effect until ten (10) days following receipt by the Financial Services Branch of SNB of advance written notice of revocation. This authorization may be cancelled at any time upon delivery of written notice as described above.

ARTICLE 4.00 RESPONSIBILITIES OF THE CLIENT REPRESENTATIVES

4.01 The Signing Officer:

- (a) acknowledges and agrees that the Databases identified in these STC are and shall remain the sole and exclusive property of Province of New Brunswick;
- (b) acknowledges and agrees that it will not acquire any proprietary interest in the said Databases;
- (c) warrants that it shall not duplicate said Databases in any way, publish, broadcast, retransmit or otherwise reproduce for commercial gain or otherwise, nor attempt to do so; and
- (d) acknowledges and agrees that any violation of these restrictions is an infringement of Province of NB's copyright and proprietary rights in the Databases and any component thereof.

4.02 Subject to any on-screen notices or disclaimers regarding SNB's limits of liability, the Client shall not make any claim or demand, or bring any action against SNB, its officers, employees or agents, arising directly or indirectly out of or in connection with the Services, and shall indemnify and save SNB, its officers, employees and agents, harmless from and against all claims, demands and actions made by or against the Client arising out of any account set up with SNB or its use of the Services or Databases. This obligation to hold harmless and indemnify SNB shall survive the expiration or termination of the agreement between SNB and the Client.

4.03 The Client shall not use or attempt to access the Services for any illegal purposes or in any unlawful manner and in particular, without limiting the generality of the above:

- (a) shall prevent unauthorized access to and from its computer terminals and other equipment and software, including use of its User ID and Password;
- (b) shall not access or attempt to access the services of a Database to which it has not been Validated; and
- (c) shall not transmit or publish or so attempt, in whole or in part, any information where such activity, in whole or in part, constitutes a criminal offense or would otherwise be unlawful in Canada.

4.04 The Individual User client shall access and update all data presented by SNB only by means of the SNB-supplied applications and interfaces and using the assigned security privileges. The Individual User shall not attempt to access or change the afore-mentioned data by any other means, including the use of third-party tools; nor to circumvent their assigned security privileges.

4.05 If an account is set up with SNB for the payment of Services, the Client agrees that it shall be solely responsible for ensuring that there are sufficient funds in the account to pay for all fees accrued through the use of its User ID and Password.

4.06 By Virtue of signing this application in no way will the Client become an employee, agent or independent contractor of SNB.

ARTICLE 5.00 CONDITIONS

5.01 The Individual User is required to adhere to all policies, standards and procedures pertaining to data security, naming conventions, and secure data processing practices published on the SNB website or referenced by SNB from time to time

5.02 The Individual User is responsible for all actions performed under its User ID. As a condition for use of the Services and access to the Databases, the Individual User will not:

- (a) permit any other person to use their User ID;
- (b) divulge, share or compromise their Password;

- (c) use any other Individual User's User ID;
- (d) attempt to access or modify the datasets, data or programs of SNB;
- (e) enable or permit third parties to access the Databases;
- (f) use the Databases for activities other than those for which access was granted;
- (g) develop or use programs or create situations which adversely impact computer services to other clients or users;
- (h) make unauthorized copies of proprietary software;
- (i) take any action that might reasonably be construed as injurious or detrimental to the interests of any other users or SNB.

5.03 The Client recognizes and agrees that, in order to monitor security, SNB may audit access to the Databases without notice.

5.04 The Client agrees to:

- (a) adhere to the conditions set out in these STC;
- (b) advise SNB without delay of any circumstances, incidents or events which may impact or are related to the privacy, availability or security of the Databases
- (c) acknowledge that SNB may at its sole discretion and without prior notice temporarily suspend Services for reasons of security or forthwith terminate this agreement in event of a breach of any condition hereof.

ARTICLE 6.00 LIMITATION OF LIABILITY

6.01 Subject to any on-screen notices or disclaimers, SNB makes no warranties, representations, promises, conditions or undertakings, whatsoever whether expressed, implied, collateral or otherwise, regarding any account set up by the Client for the payment of Services, or for the Services or the display of any information from a Database, whether on a screen or in print is accurate or that any Service will function without failure or interruption, and SNB hereby expressly

disclaims any and all other warranties (including those of merchantability and fitness for a purpose) whether arising by statute, or operation of law, or from a course of dealing or usage of trade, or otherwise.

6.02 Subject to any on-screen notices or disclaimers, the use of the Services and information contained in SNB's Databases is provided solely at the risk of the Individual Users and in no event shall SNB be liable for any damages of any kind for such use.

ARTICLE 7.00 TERM AND TERMINATION

7.01 The Services shall be available to an Individual User from the issuance of a Password by SNB until cancelled by either SNB or the Individual User, for any reason, upon giving thirty (30) days prior written notice to the other party.

7.02 In addition to the foregoing, SNB may terminate the Services without notice to the Individual User if:

- (a) they fail to observe any condition contained in this Agreement; or
- (b) they provide us with false or misleading information on the Application Form; or
- (c) the User ID is not used for a period of 90 consecutive days.

ARTICLE 8.00 NOTICE

8.01 Any notice or other communication hereunder shall be in written or electronic form and shall be sufficient if delivered personally, or to the email or mailing address of the respective parties as indicated on the Application Form. Either party may change its electronic or mailing address for notice without the consent of the other party provided that it immediately notifies the other party of such change.

ARTICLE 9.00 GENERAL

9.01 The failure of either party at any time to require performance by the other party of any provision, condition or covenant hereof, all of which are cumulative, shall in no way affect its right thereafter

to enforce the provision, condition or covenant nor shall the waiver by either party of any breach of any provision, condition or covenant hereof be taken or held binding upon the party, unless the waiver is made in writing, and the waiver shall not be taken or held to be a waiver of any future breach of the same provision, condition or covenant.

- 9.02 These STC, the Application Form and any Supplemental Conditions, together with all matters incorporated by reference constitutes the entire agreement between the parties and there are no other conditions or warranties, express or implied, applicable to the subject matter hereof.
- 9.03 The Client shall not assign or transfer any of its rights, privileges or obligations under this Agreement, in whole or in part, without the written prior approval of SNB.
- 9.04 This Agreement shall be binding upon the Client.
- 9.05 The parties agree to irrevocably attorn to the laws of the Province of NB with respect to any dispute regarding this Agreement or the Services.
- 9.06 The Client agrees that SNB may amend the terms of this Agreement or any Schedules hereto by giving the Client thirty (30) days prior notice and that unless the Client advises that it wishes to terminate the Services within this period, such amendment shall be binding on the Client.
- 9.07 The headings appearing in these STC have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of these STC or of any provisions hereof.
- 9.08 Whenever a word importing the singular number only is used in these STC, such word shall include the plural and words importing either gender or firms or corporations or departments of government shall include the persons or other genders and firms or corporations of departments of government where applicable.
- 9.09 If any clause or clauses or part or parts of clauses in these STC be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall be binding upon the parties hereto as though the said clauses or part or parts of clauses had never been included.