

FIRST NATIONAL FINANCIAL LP
ELECTRONIC ACCESS AGREEMENT - MY MORTGAGE
(www.firstnational.ca/mymortgage)

PART A: GENERAL

“You” and “your” means the mortgage account holder(s), and “we”, “us” and “our” means First National Financial LP and its affiliates and subsidiaries (collectively “**First National**”). The meanings given to terms defined in this Agreement shall be equally applicable to both the singular and plural forms of such terms, unless the context clearly indicates otherwise.

General Scope: This Agreement governs your use of the My Mortgage customer portal regardless of the technology you use to access this service.

Other Agreements: This Agreement must be read together with any other existing and future agreements that you have with us and any terms, conditions or disclaimers provided on our Web Site (www.firstnational.ca). If there is a conflict between a term in this Agreement and any other agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.

Changes: Your use of My Mortgage demonstrates that you have received, understood and agreed to this Agreement. From time to time, we may modify My Mortgage, our Web Site or this Agreement, or we may end this Agreement or any Services at any time. We will notify you of a change to this Agreement by posting a notice on our Web Site. Your use of My Mortgage after we post the updated Agreement means that you agree to and accept this Agreement, as amended. If you do not agree, you must immediately cease using My Mortgage.

Interpretation: Capitalized terms in this Agreement are defined in **Part E** below.

PART B: PASSWORDS, INSTRUCTIONS AND EMAIL

Passwords: You will select your own unique User ID and password to access My Mortgage after completing our security registration and verification process. You agree to keep your password confidential, and ensure that it is never disclosed or shared, accidentally or otherwise, to anyone else. You accept that you are at all times responsible for your User ID, password and answers to the security questions. We encourage you not to use a password that can be guessed by someone else, such as your name(s), birth date, address, telephone number or such information that is easy for other parties to obtain. If you have locked yourself out of My Mortgage or have forgotten your password, a temporary password may be assigned to you and you will be required to set a new unique password. You agree not to use your User ID, password or My Mortgage for any illegal or improper activities.

Joint and Multiple Accounts: *Joint Accounts:* If your loan has more than one Account holder, you acknowledge and agree that all Account holders may open a My Mortgage online account for the Account(s) in question and that any Instructions provided by any one of the Account holders that is submitted through My Mortgage is sufficient to process a request. First National is not required to confirm or verify the Instruction(s) submitted through My Mortgage with any other joint-Account holders on an Account. You acknowledge and confirm that a joint-Account holder may view and have access to the personal

information of the other joint-Account holder on My Mortgage.

Multiple Accounts: If you have more than one Account with us, you acknowledge and confirm that your Accounts may be linked together on My Mortgage under the same User ID and password.

ID or Passwords Become Known:

If you suspect that someone else knows your User ID, password and the answers to your security questions, you must contact us immediately at 1.888.488.0794 or by email at customer@firstnational.ca.

If your User ID is lost or stolen, or you suspect that someone else knows any of your passwords or is using your User ID, you must notify us as soon as possible and follow any instructions that we give to you.

Instructions:

You acknowledge that each Instruction that you provide to us is final. You agree that we may rely on your Instruction (including your electronic acceptance of this Agreement and any other online agreements) as if you had provided us with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your Instructions, and any damages, losses and expenses that may arise from these transactions. However, you will not be liable to us for unauthorized use of your User ID or password after you have contacted us, as set out above, and followed our instructions.

Records of Instruction:

You agree that we may maintain a database of your Instructions, and, if you provide Instructions by telephone or interactive voice recognition system, that we may record your voice or responses. Our records of your Instructions will be conclusive evidence and binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

Declining Your Instructions:

When using My Mortgage, you agree that we may decline to act on an Instruction if we suspect that the Instruction is not from you, is inaccurate or unclear, has not been properly authorized, or is provided for some illegal or improper purpose. We will notify you by reply email or by telephone when we suspect one of these circumstances has occurred. We will not be liable if we decline to act on an Instruction in these circumstances.

Email:

Email sent over the Internet is not secure and may be lost, intercepted, or altered. Except where another agreement with us says otherwise, you agree that we are under no obligation to accept or act on any Instructions you provide to us by email. If you send us confidential or personal information by email, we will not be liable if it is lost or intercepted, altered or misused by someone else.

Use an Anti-Virus Program and Firewall and Signing - Off

The computer you use may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the internet. To reduce the chances of harm, you should ensure that any computer you use to access My Mortgage (including a computer at work, the library, an internet café or another public place) has an up-to-date anti-virus program and a firewall to prevent unauthorized access to your Account. You must sign off of My Mortgage and close your browser as soon as you finish using it. The internet is a public network and there is a possibility of data security violations. In the event of such occurrences, we are not responsible for any damages you may experience as a result. First National has taken all reasonable steps to ensure

the security of its Web Site and the My Mortgage portal.

PART C: PROVISIONS FOR MY MORTGAGE

Fees: When you conduct transactions through My Mortgage, you may be subject to a transaction fee or administrative charge, if any, provided under the agreements governing your Accounts and Services. These fees and charges will be billed to you, as set out in the agreements governing your Accounts and Services. Any additional fees or charges specific to the use of My Mortgage will be disclosed to you online with prior notice.

No Liability for Information Services: Neither we nor our Information Providers will be liable to you or others for losses, damages or expenses of any type arising from the Online Information. As examples, neither our Information Providers nor we will be liable if the information provided (including interest rate quotations): does not meet your needs, or is not suitable for any particular purpose; is not timely, in sequence, or accurate; or is unavailable at any time. Our Information Providers may enforce the terms of this Agreement against you.

Interest Rate Quotations: Time delayed or real-time interest rate quotations included in the Online Information may not reflect the current market rates and are not intended to be recommendations or advice. Rates are subject to change without notice.

Intellectual Property Rights: All information and tools we provide online are proprietary to us, our Information Providers and our other licensors, and are protected by intellectual property laws. You agree not to sell, distribute or commercially exploit the information or tools available to you online on My Mortgage or our Web Site. You further agree not to use the information or tools except for your own personal use.

Access to Web Site and My Mortgage Portal: You agree that you will not use My Mortgage, the Online Information or our Web Site for any illegal or improper purpose, or take steps that would have a negative impact on the security, integrity or functioning of our technological systems. You further agree not to use a third party's website, software or service to access My Mortgage, Online Information or our Web Site, or to stream any information we provide, including interest quotations or any other Online Information.

Monitoring: We may monitor your online access to ensure the services we provide to you are being used responsibly and in accordance with this Agreement.

PART D: LIABILITIES, WARRANTY AND WITHDRAWAL OF ACCESS

No Indirect Damages: We may be liable to you for direct damages if we breach this Agreement, subject to the terms of this Agreement. However, we will not be liable in any case for any indirect losses, damages or expenses (including any special, incidental or consequential damages or any damages for loss of profit, business or opportunity), regardless of the cause of action, including negligence, and even if we are advised of the possibility of such damages.

No Liability in Certain Cases: Subject to the governing law of your jurisdiction, we will not be liable for any direct or indirect losses, damages or expenses of any kind (including any special, incidental or

consequential damages or any damages for loss of profit, business or opportunity) arising out of the following, regardless of the cause of action, including negligence, and even if we are advised of the possibility of such damages: (i) any input errors you make; (ii) your failure to sign off of My Mortgage after you finish using it; (iii) failure to use up to date virus-scanning software and a firewall on the personal computer you use to access My Mortgage; (iv) government restrictions or actions; (v) exchange or market rules or the suspension of trading; (vi) the availability or unavailability of the internet, or other infrastructure-communication system failures or delays (including errors or interruptions of My Mortgage that result from acts beyond our reasonable control including, (vii) any delays resulting from acts of God, strikes, postal interruptions, lockouts, riots, epidemics, fire, equipment or software malfunctions; (viii) any illegal or fraudulent use of your User ID or password; or (ix) circumstances where we have indicated that we will not be liable or responsible in this Agreement.

No Warranties:

Except for explicit promises we make to you in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of My Mortgage, the Online Information, the Web Site and the Services.

**Suspension or
Withdrawal of Access:**

You understand and accept that we may suspend or revoke your User ID and password or withdraw your access to My Mortgage at any time without notice in the following circumstances:

- we suspect unauthorized use of your personal information or your User ID and password;
- as a security measure;
- for administrative reasons; or
- if you fail to abide by this Agreement.

If your access is suspended or terminated at any time, this Agreement will continue to apply in respect of your past access and use. We will not be liable for any losses, damages, expenses or inconvenience that result from our withdrawal of your access.

PART E: DEFINITIONS

In this Agreement:

- **“Account”** means any account(s) you have with us;
- **“Agreement”** means this Electronic Access Agreement;
- **“including”** means including but not limited to;
- **“Information Provider”** means a supplier, vendor or service provider who provides us, directly or indirectly, with all or part of our Online Information;
- **“Instruction(s)”** means an instruction that is communicated to us after password authentication through My Mortgage;
- **“Online Information”** means any information services we may make available online at www.firstnational.ca, including news, updates, interest rates, stock exchange quotations, and information about events or third parties;
- **“Password”** means any password you use to sign into My Mortgage or any other information you have provided that will allow us to identify you if you forget your password;
- **“Service”** means any services and/or products you can access through My Mortgage;

- “**User ID**” means the user ID you use to sign into My Mortgage;
- “**Web Site**” means the web site operated by us through which you sign into My Mortgage with a User ID and Password (My Mortgage is accessible at www.firstnational.ca).

Governing Law:

Except if prohibited by the laws of your jurisdiction, this Agreement will be governed by the laws of Ontario and the laws of Canada applicable in Ontario.

English Language:

You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s’y rattachant soient rédigés en anglais.

Last Updated: August 13, 2016