

# Terms of use – corporate card Client centre

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In this contract, the terms “us,” “we” and “ours” designate National Bank of Canada and its subsidiaries, successors and assigns. Depending on the context, the term “you” refers to the enterprise or any user of the Client centre, including the coordinator.

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## 1. Services offered and access

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You have access to the following services:

- > Issue a new corporate credit card
- > Activate, cancel or replace the card
- > Request a change of the credit limit
- > Change cardholder information
- > Temporarily block or unblock the card
- > Manage the card’s control settings (for example, limit purchases by merchant group or merchant type)
- > Notify of a trip
- > Replace the card
- > Dispute transactions made using the card
- > View information linked to the account
- > Identify the accounts to be debited for automated transactions (pre-authorized debits)
- > Enter postdated requests (for example, inputting a future processing date for a specific request associated with the services)

The coordinator also has access to the following services:

- > Name and manage user accesses
- > Appoint other coordinators
- > Adjust the general settings of the Client centre
- > View all credit cards issued and their limits
- > Create and export reports
- > Manage alerts by transaction category
- > Manage the account hierarchy
- > Change the credit limit assigned to each card
- > Adjust the security settings

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## 2. Processing time of your requests

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Our processing time is 24 business hours. You will be notified of the processing of your request, either electronically or by a change of status in the Client centre.

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## 3. Your security-related obligations

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### A. Comply with our security instructions and cookies guidelines

You agree to comply with the guidelines on cookies and our security instructions (ABCs of security), available on the home page of our website at [nbc.ca](http://nbc.ca). If you use the Client centre, we consider that you agree to comply with these guidelines and these instructions.

### B. Choose a secure password

You must choose a secure password and keep it confidential. We are not responsible for checking that your password complies with applicable security criteria. You agree not to use a password that can be easily linked to you, such as your social insurance number, first or last name, telephone number, address or date of birth. You are solely responsible for keeping your user codes and passwords confidential. Furthermore, you are liable for all transactions and requests carried out in your account.

We assume that you have authorized all instructions and communications we receive to complete a transaction on your account. We are not required to request additional personal information to validate your identity.

### C. Protect your device

You are required to take the following security measures to protect your device:

- > Use a device with a legitimate operating system that has not been altered
- > Activate the locking or blocking feature
- > Do not leave the device unsupervised and do not allow any other person to use it while you are signed in
- > Install and regularly update an anti-virus program, anti-spyware, a firewall and other protection software to prevent any computer virus or other malware from intercepting or altering your electronic communications or check that such protection software is installed and updated
- > Take reasonable measures to secure the operating systems and browser applications, including by deleting your browsing data (cookies)
- > Take reasonable measures to prevent any other person from seeing the information you enter into your device
- > Sign out and close the browser when you have finished using the services
- > Keep an eye on your device at all times until you sign out of the services

### D. Do not permit unauthorized use of the services

If a person uses your password and account without your authorization, you must notify us immediately. Until we are notified of the situation, you will continue to be held liable for transactions carried out in your account.

If you have reason to believe that your device is no longer secure, stop using it immediately and take measures to restore security. You undertake to follow our security instructions and change your user code and/or password at our request.

You must not use the services or allow the services to be used in a way that:

- > Is illegal, fraudulent, abusive or malicious, for example, by stealing the identity of another person or business
- > Might jeopardize the security, integrity, performance or any other aspect of our services
- > Is likely to create liability for us or one of our partners, suppliers or affiliates
- > Involves automated or unauthorized access to our services
- > Involves reverse-engineering the source code of an application or other program

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## 4. Your responsibilities

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### A. Provide us with accurate instructions

The instructions you give us must be accurate, precise and up to date. Any error resulting from an inaccuracy in an instruction, regardless of the cause, will be your responsibility. As a result, you must notify us immediately if there are any inaccuracies in your instructions or in the information contained in the Client centre.

Your password is your electronic signature and confirms the validity of any instruction we receive. It has the same legal effect as written instructions signed by you.

### B. Compensate us for any damage

You are liable for damages that we or any other person (a supplier, partner, etc.) suffers as a result of non-compliance with your obligations. You agree to indemnify us for any damages, all claims, suits, and losses, including reasonable attorney fees and expenses, which arise from your negligence, wrongful acts or omissions, or breach of these terms of use.

If your use of an application or program results in damages for another person or business, you will assume the consequences. We will not be held liable and have no obligation to assist you.

### C. Pay your supplier's service fees

Your internet or mobile phone service provider may charge you for the use of the Client centre and for receiving electronic communication. You must pay these fees.

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## 5. Electronic communications

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### A. Your consent

You consent to receive by electronic means any documents, notices, notifications or service messages regarding our services. Electronic means include email, text messaging or any other type of electronic communication. Your consent is effective as of the first time you use the Client centre.

### B. Non-encrypted data

As notifications are sent by text messaging or email, the data is not encrypted. It may be intercepted and read by unauthorized persons.

## C. Your obligation to retain information

You are responsible for printing out and retaining the information we send by electronic means. At your request, and subject to applicable fees, we can provide you with a paper copy of such information.

## D. Updating contact information associated with the account and the card

As part of these communications, it is your responsibility, as well as that of the authorized user of the corporate card (including multi-user cards), to notify us of any changes to the account and credit card, including the email address. You must also notify us of any changes to the list of authorized users.

## E. Our right to amend the conditions

We may amend the terms and conditions regarding this consent by notifying the coordinator of any such amendment by means of a written notice, which will be sent at least 30 days prior to the effective date of the amendment.

If the coordinator does not agree to an amendment, they may revoke their consent (see section below).

## F. Your right to revoke your consent

You may revoke your consent in the Client centre as follows:

- > Click on "User Menu"
- > Select "My Profile"
- > Select "Notification Settings"

The coordinator can also revoke their consent by calling us at **1-844-394-6508** or sending an email to [clientcentre.corporatecard@nbc.ca](mailto:clientcentre.corporatecard@nbc.ca).

We will confirm this revocation by email, as well as its effective date. You will then have to read the communications in the Client centre.

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## 6. Personal information

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To find out how we manage your personal information, please refer to:

- > The practices set out in your corporate credit card agreement
- > Our confidentiality policy and our online services statement (cookies), available in branches and on our website at [nbc.ca](http://nbc.ca).

## A. Communication of your information at your request or with service providers

At your request, we can send you certain information related to the services, which may contain personal information, via the Client centre's secure messaging system or by email.

We may also share your personal information with service providers who collaborate with us to offer the services. Service providers located in another country must comply with the laws of that country and may be required to communicate your personal information in accordance with those laws. Others, though located in Canada, may store or process your information outside the country. In either case, your information may be subject to the laws of the country in which it is held, including the United States.

## B. Production of statistics and reports

We and our service providers may use anonymized or aggregated information drawn from your use of the services to generate statistics and reports that are used to improve and develop the services. Your personal information will not be shared with other persons or businesses without your consent.

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## 7. Limitation of services

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Occasionally, our services could be interrupted due to system maintenance or situations outside our control. You understand that, depending on how you access the services (by personal computer, smartphone, electronic tablet, etc.), you may not have access to all the features, functions, content and information that the services offer. We undertake to take reasonable measures to restore them as soon as possible.

To access the services, you must have a compatible device. Device means any device you use to access the services and that allows you to receive wireless text messages and access the internet (for example, a smartphone, a tablet or a computer). The functions of the Client centre may differ from one device to another.

You acknowledge that the information provided through the services is for information purposes only and that, in the event of an error or a discrepancy as compared to the information in your statement received by mail or electronically via Smart Data Generation 2 (SDG2), the information in your statement will prevail. The information available in the corporate card Client centre is not intended and must not be used for legal or accounting purposes. Only your statements sent by mail or received electronically can be used as official proof.

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## 8. Limitation of liability

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We take all reasonable measures to ensure the confidentiality of all electronic exchanges of data, the security of operations carried out using our services and the protection of your personal information, but we cannot protect you from all the risks associated with the use of the Client centre.

We cannot guarantee that:

- > The Client centre will not be targeted by cyberattacks and other harmful acts
- > Your personal information will be protected when it is communicated by electronic means
- > Our communications will remain invulnerable to malicious codes, computer viruses and unauthorized programs
- > All the information will be hidden, such as your account balance; anyone who has access to your device could therefore view the content of messages and other information accessible via our services
- > The results obtained via the services will be accurate and reliable or that the services will meet your expectations
- > Any errors in the software and applications will be corrected

You assume the associated risks. We are therefore not liable if you lose files, your personal information is intercepted or you suffer any other losses or damages. In no event shall we be liable to you or any third party for any damage or loss resulting from the termination of your access to the services.

We and our service providers will not be held liable for:

- > Damages you incur as a result of:
  - Any incorrect or incomplete instructions, or any other act, error or omission, on your part or on the part of another person or business
  - Any delay, error, interruption or omission on our part or any other event beyond our control
  - Any deficiency or technical error or any unavailability of our systems and wireless networks
  - Your failure to meet any of your obligations
  - Any amendment to or suspension, refusal or blockage of a service
  - Any situation for which these terms of use specifically exclude us from liability
  - Any loss of data resulting from downloading material or using the services

- Any unauthorized access to the services
  - The conduct of any third party when using the services
  - Any loss or prejudice resulting in whole or in part from events or situations outside our control that involve obtaining, interpreting, compiling, drafting, laying out, presenting and communicating information, data or other services online
  - Any decision or measure you take in response to information and data obtained via the services
- > Any other damages you may incur that are not caused by negligence on our part

Under no circumstances will we be held liable for any indirect damages, including lost profit, clients or data, or any other loss of tangible or intangible assets, or any incidental, consecutive, special or punitive damages you may incur (in particular, loss of data, information, income or profit, economic loss or other similar losses), even if such damages result from our negligence and we were warned that they might occur.

No advice or information, whether oral or written, obtained by you from us or while using the services may create any warranty not expressly provided for in these terms of use.

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## 9. Protecting our intellectual property

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We or our partners own all intellectual property rights (including copyright) relating to:

- > Each of the pages of our website
- > The screens accessed via our services
- > Logos and trademarks
- > The texts, images, illustrations, sound clips and visuals that appear during your use of our services
- > Software, applications and codes

You may not use them for commercial purposes without our written consent. You are therefore not authorized to copy, publish, download, display, distribute or modify them. Third parties may own the intellectual property rights for applications and other programs used in connection with the services. You are not authorized to copy such applications and programs, share them, or make them available to third parties.

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## 10. Rules of contract management

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### A. Our right to modify or terminate the terms of use

We may amend these terms of use by sending the coordinator a written notice at least 30 days in advance. An amendment to this agreement does not create a new agreement, and the provisions of this agreement that have not been amended remain in full force and effect. Your first use of our services following such amendments will be deemed to confirm your acceptance thereof. You can refuse an amendment at any time by cancelling this agreement.

We may at any time, without prior notice, suspend or block your access to the services or delete your user code and password for any reason whatsoever. For instance, we may block your access to the corporate card Client centre if we suspect instructions do not come from you or believe they are incorrect, inaccurate, irregular or illegal, or in the event of a cyberattack or other harmful act targeting our systems.

We may terminate the services of the Client centre, in whole or in part, after giving the coordinator reasonable notice.

### B. Right to transfer or assign the agreement

You must obtain our authorization before transferring or otherwise assigning this agreement. We have the right to transfer or otherwise assign this agreement to anyone without your consent.

### C. Other parties bound by these terms of use

This agreement binds our successors and assigns as well as your heirs and legal representatives.

### D. Conflict between agreements

In the event of a conflict between this agreement and any other agreement, the terms of this agreement shall prevail.

### E. Governing law

This agreement is governed and must be interpreted in accordance with the laws in force in the province or territory where you reside. If you reside outside Canada, the laws in force and the courts of competent jurisdiction are those of the province of Quebec.

### F. Language

The parties have requested that the agreement be drawn up in English. *Les parties confirment leur volonté que le présent contrat soit rédigé en anglais.*

### G. Our contact information

- > By calling 1-844-394-6508
- > By sending an email to [clientcentre.corporatecard@nbc.ca](mailto:clientcentre.corporatecard@nbc.ca)

