

Osuuspankki Finnish Credit Union Limited Privacy Code

Your privacy is very important matter to us and we at the Finnish Credit Union are committed to the protection of your privacy. Protection of personal information has always been fundamental to the way we do business. The Finnish Credit Union has adopted the *Credit Union Code for the Protection of Personal Information* which complies with the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA). The following are the ten interrelated principles of the Code:

1. **Accountability** – The Finnish Credit Union has established policies and procedures to comply with the Code and has designated a privacy officer to be accountable for compliance.
2. **Identifying Purposes** - Before or at the time we ask you for personal information, the Finnish Credit Union will identify the purposes for which the information will be used or disclosed.
3. **Consent** - The knowledge and consent of the member are required for the collection, use or disclosure of member information.
4. **Limiting Collection** - The collection of personal information shall be limited to that which is necessary for the purposes identified by the Finnish Credit Union.
5. **Limiting Use, Disclosure and Retention** - Personal information will not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary to fulfill those purposes.
6. **Accuracy** - Personal information shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.
7. **Safeguarding Member Information** – The Finnish Credit Union protects personal information with appropriate security safeguards.
8. **Openness** – The Finnish Credit Union will make specific, understandable information readily available about our personal information policies and practices.
9. **Individual Access** - Upon request, the Finnish Credit Union will give you access to the existence, use and disclosure of your information. You are entitled to question its accuracy and completeness, and its uses.
10. **Challenging Compliance** – The Finnish Credit Union has procedures to receive and respond to complaints and inquiries about policies and practices relating to the handling of personal information. Please contact our Privacy Officer.

Got a question? Ask our Privacy Officer

The Credit Union Privacy Officer is your point of contact if you wish to raise any matters regarding the use of your personal information. Please contact the credit union to speak to Airi Broughton, Privacy Officer, if you have any questions or concerns.

ONLINE/TELEPHONE BANKING PROTECTION

Finnish Credit Union's online and telephone banking services provide our members with a reliable and secure method of electronic banking. Information provided when using online banking is protected while in transit by the use of a Secure Socket Layer (SSL) and encryption. Encryption using at least 128-bit encryption ensures that information in transit cannot be read or changed. Access is only granted when the proper user identification and password is used.

While opportunities to commit fraud via online or telephone banking are limited to viewing account information, changing member information, transferring funds within the specified accounts and paying bills, there are steps that can be taken to help deter fraud in this area:

- ✓ Select a User ID and password that easy for you to remember but difficult for others to guess.
- ✓ Keep your User ID and password confidential, and contact us if you feel they have been compromised.
- ✓ Never leave your computer unattended while logged into the on-line banking site.
- ✓ Regularly change your password, and don't use "cookies" to save your User ID.
- ✓ Log off each session even though the system is designed to automatically log you out after a period of inactivity.
- ✓ Ensure that your virus scanner is up to date, and consider setting up a reliable firewall.
- ✓ Review your statement regularly for unauthorized transactions.
- ✓ Use the latest version of your browser software and install the latest security updates on a regular basis.

To protect yourself and limit fraud when using telephone banking, ensure that all passwords are kept confidential and changed regularly.

Legal Information: Terms Of Use

Osuuspankki
Finnish Credit Union Limited

If you decide to use our Web site, you are telling us that you accept and agree to be bound by and comply with the following Terms of Use.

GENERAL

Your access to and use of all the services and products of Finnish Credit Union Limited and its network affiliates described on this site are governed primarily by the terms and conditions of the relevant paper agreements you have physically signed at the Finnish Credit Union or specific electronic agreements you have signed electronically. For traditional deposit, withdrawal, overdraft protection and chequing services, and Automatic Teller Machine (ATM) access, we refer you to your Member Account Agreement for a more thorough explanation of our respective responsibilities. For MasterCard services, we refer you to the MasterCard Terms of Operation. For loans and mortgages, we refer you to the various forms of agreement used to document your borrowing transactions. For online and telephone banking access, we refer you to the agreements you signed at the Finnish Credit Union when requesting this service.

The terms and conditions of these agreements and any other conditions or agreements which now or may in the future exist between you and the Finnish Credit Union shall remain in full force and effect and shall apply to the relevant product or service you obtain from the Finnish Credit Union, except as expressly modified or supplemented by these Terms of Use. We reserve the right to change the information, material and content found in the pages of this site, including these Terms of Use, at any time without notice, by simply updating this site. You agree to review these Terms periodically, and your continued use of this site will tell us that you have agreed to the changes.

OUR RESPECTIVE RESPONSIBILITIES

We will do our best to ensure that you can use this web site and complete the transactions that can be done through this site safely and securely. Protecting the security of your funds, and the privacy and confidentiality of your personal information stored within the web server hosting our web site and our own computer system, is an obligation we take very seriously. If fraudulent activity occurs on your accounts because of a breach in computer security, we will restore your account balances to what they should be as long as you are not responsible in any way for the breach of security. In other words, we expect you to do your own part in preventing fraud, by, for example, keeping your password secret from others and taking other reasonable steps to prevent unauthorized access to your account balances.

Although we do our best to make sure this web site is always accessible and functioning properly, and contains accurate and up to date information, we are supplying it on an "as is" basis, without warranty of any kind, either express or implied. We cannot and do not promise that the site will always be available and meet your needs, that access will never be uninterrupted, that there will never be delays, failures, errors or omissions or loss of transmitted information, that the software we use will be compatible with your system, that no viruses or other contaminating or destructive properties will be

transmitted or that no damage will occur to your own computer system. Please consult the Finnish Credit Union for complete and up-to-date information on products and services. Furthermore, it is your sole responsibility to adequately protect and backup your data and/or equipment and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties on your own system.

We must also warn you that unencrypted e-mail communications over the internet are not secure. We strongly recommend that you do not send personal or financial information to us using unencrypted e-mail or a web browser with less than 128-bit encryption capability. This level of technology allows messages travelling back and forth between your browser and our site to be encoded and unencoded at either end so that anyone attempting to intercept the message will not be able to interpret it.

Better, more secure means of communicating to us are available to members who sign up for our on-line banking service. If you do sign up for this service, however, a web browser with at least 128-bit encryption capability is required.

Notwithstanding this recommendation, we do not accept liability or responsibility for your personal or financial information becoming public through no fault of our own, by way of accident or fraud on the part of third parties.

If you do communicate with us by means of e-mail, we will assume, unless you advise us otherwise, that you consent to our using the information you have sent to us, including your e-mail address, for the purpose of developing and sending an appropriate response to your communication, and disclosing it to such other parties as we deem appropriate for that purpose.

OUR PRODUCTS AND SERVICES ARE NOT OFFERED OR AVAILABLE TO EVERYONE

It is important for you to understand that not all of the products and services described in the pages of this web site and the information found therein, is offered to or available to every member of the general public. The information on this site is not to be construed as an offer or solicitation to buy or sell any currency, investment fund or other product, service or information to anyone in any jurisdiction in which an offer or solicitation is not authorised or cannot lawfully be made or to any person or entity to which it is unlawful to make an offer. Only individuals or entities that qualify for membership in the Finnish Credit Union under its By-laws and who are admitted to membership, are eligible to purchase the products and services described in the pages of this web site, and make use of the information contained therein.

If you are not a member of the Finnish Credit Union and/or are accessing this site from outside of Ontario, you do so on your own initiative and are solely responsible for making sure that you comply with applicable local, national, provincial or international laws. For information specific to any jurisdiction outside Ontario, we refer you to your own financial advisor. You are not permitted to use or export or re-export any information contained in the pages of this web site or any copy or revision thereof in violation of any applicable laws or regulations, including export laws and regulations of Canada in force from time to time.

WE ARE NOT OFFERING ANY ADVICE THAT IS SPECIFIC TO YOUR NEEDS

The information contained in the pages of this web site is of a general nature only, and is not intended to provide specific legal, accounting, financial or tax advice that might be relevant to your own individual circumstances. You should not act or rely on the information without first seeking the advice of professionals who can properly assess whether or not it applies to your own situation.

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