



**PAYOR'S PAD AGREEMENT**  
**Personal Pre-Authorized Debit Plan**  
**Terms & Conditions**

1. In this Agreement , "I", "me" and "my" refers to each Account Holder who signs below.
  2. I agree to participate in this Pre-Authorized Debit Plan for personal/household or consumer purposes and I authorize the Payee indicated on the reverse hereof and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for consumer goods or services (a "Personal PAD") on my account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution") and I authorize the Financial Institution to honour and pay such debits. This Agreement and my authorization are provided for the benefit of the Payee and my Financial Institution and are provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rules of the Canadian Payments Association. I agree that any direction I may provide to draw a Personal PAD, and any Personal PAD drawn in accordance with this Agreement, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
  3. I may revoke or cancel this Agreement at any time upon notice being provided by me either in writing or orally. I acknowledge that in order to revoke or cancel the authorization provided in this Agreement, I must provide notice of revocation or cancellation to the Payee. This Agreement applies only to the method of payment and I agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between me and the Payee.
  4. I agree that my Financial Institution is not required to verify that any Personal PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Personal PAD.
  5. I agree that delivery of this Agreement to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any personal information which may be contained in this Agreement to such financial institution.
  6. (a) I understand that with respect to:
    - (i) fixed amount Personal PADs occurring at set intervals, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first Personal PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
    - (ii) variable amount Personal PADs occurring at set intervals, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of every Personal PAD; and
    - (iii) fixed amount and variable amount Personal PADs occurring at set intervals, where the Personal PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of my direct action (such as, but not limited to, a telephone instruction) requesting the Payee to change the amount of a PAD, no pre-notification of such changes is required.
- OR -**
- (b) I agree to either waive the pre-notification requirements in section 6(a) of this Agreement or to abide by any modification to the pre-notification requirements as agreed to with the Payee.

Delete either 6(a) or 6(b) as applicable

If Payor agrees to waive pre-notification, Payor must sign where indicated

\_\_\_\_\_  
Signature of Payor

7. I agree that with respect to Personal PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute valid authorization for the Payee or its agent to debit my account.

8. I may dispute a Personal PAD by providing a signed declaration to my Financial Institution under the following conditions:
- (a) the Personal PAD was not drawn in accordance with this Agreement;
  - (b) this Agreement was revoked or cancelled; or
  - (c) any pre-notification required by section 6(b) was not received by me.
- I acknowledge that in order to obtain reimbursement from my Financial Institution for the amount of a disputed Personal PAD, I must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to my Financial Institution up to and including but not later than ninety (90) calendar days after the date on which the disputed Personal PAD was posted to my Account. I acknowledge that, after this ninety (90) day period, I shall resolve any dispute regarding a Personal PAD solely with the Payee, and that my Financial Institution shall have no liability to me respecting any such disputed Personal PAD.
9. I certify that all information provided with respect to the Account is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Personal PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Personal PADs.
10. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition I warrant and guarantee, where applicable, that I have the authority to electronically agree to commit to this Agreement by secure electronic signature and that my secure electronic signature conforms with the requirements of Rule H1.
11. I understand and agree to the foregoing terms and conditions.
12. I agree to comply with the Rules of the Canadian Payments Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
13. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

\_\_\_\_\_  
Name of Account Holder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Account Holder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date