

BC OnLine <b>Account Name</b>			BC OnLine Account Number / Userid		
I hereby authorize and request the use of Pre-Authorized Debits (as defined in the Agreement) from my financial institution in accordance with the terms of the Payment Agreement, which is Schedule 'B' of the Agreement. Change my Electronic Funds Transfer Agreement Add or change the banking information for a BC OnLine Pre-Authorized Debit agreement (Schedule 'B' of the BC OnLine Terms and Conditions of Agreement).					
Name		of Financial Institution		Effective Date (YYYY-MM-DD)	
Institution # (3-4 digits) Ban		nk Account Number			
Automatic Pre-Authorized Debit ("Automatic EFT") defined in Schedule B					
EFT High Balance <b>\$</b>		Maximum E <b>\$</b>		FT Amount	
<b>On-Demand Pre-Authorized Debit ("Electronic Cheque")</b> defined in Schedule B					
Each Cheque amount NOT to exceed:Number of signatures required on each Electronic Cheque:\$1 (one)OR2 (two)					
Approver Name		User ID if known		Action add/remove	
<b>Signature(s)</b> By signing below, I hereby represent that I am an authorized signatory for the above-noted account at the financial institution, and that the information pertaining to the financial institution and account to be drawn upon are correct.					
I also represent that I have authority to designate Approvers of On-Demand PADs, both as defined in the Agreement if applicable.					
I understand that if more than one signature is required on a cheque issued against the above-noted account at my financial institution, then two persons must sign this form.					
Print Name		Title			
Signature		Date			
Print Name		Title			
Signature		Date			
	with the terms of nds Transfer Agre ng information for ne Terms and Cond astitution # (3-4 dig d Debit ("Aur EFT High Balance \$ zed Debit ("I Nun [ Nun [ sent that I am a t the information hority to designatore is pre signature is	with the terms of the Par nds Transfer Agreement Ing information for a BC O ne Terms and Conditions of Name of A Debit ("Automat EFT High Balance \$ 2ed Debit ("Electro Number of s 1 1 Sent that I am an authout the information pertain hority to designate Appro- one signature is required	e use of Pre-Authorized Debits (as d with the terms of the Payment Agree nds Transfer Agreement ng information for a BC OnLine Pre-A ne Terms and Conditions of Agreement). Name of Financial I stitution # (3-4 digits) Bank Account I d Debit ("Automatic EFT") EFT High Balance \$ zed Debit ("Electronic Chee Number of signatures red 1 (one) User ID if user ID if sent that I am an authorized signa t the information pertaining to the hority to designate Approvers of Or one signature is required on a chee of, then two persons must sign this for Title Date Title	e use of Pre-Authorized Debits (as defined in th with the terms of the Payment Agreement, whi ands Transfer Agreement indiging information for a BC OnLine Pre-Authorized E ine Terms and Conditions of Agreement). Name of Financial Institution isstitution # (3-4 digits) Bank Account Number d Debit ("Automatic EFT") defined in EFT High Balance \$ zed Debit ("Electronic Cheque") defined 1 (one) OR User ID if known user ID if known sent that I am an authorized signatory for the t the information pertaining to the financial in hority to designate Approvers of On-Demand I one signature is required on a cheque issued t, then two persons must sign this form. <i>Title</i> <i>Date</i> <i>Title</i>	

Ministry of Technology, Innovation and Citizens' Services BC OnLine Partnership Office Service BC Mailing Address: E415-4000 Seymour Pl. Victoria, B.C., V8X 4S8 Telephone: 1-800-663-6102 Facsimile: 250 952-6115 Email: bconline@gov.bc.ca



TERMS AND CONDITIONS OF AGREEMENT

# Schedule "B"

# PAYMENT AGREEMENT

In this Schedule "B" the words used have the definitions as set out in section 1 of the BC OnLine Terms and Conditions of Agreement unless otherwise specified.

# 1 DEFINITIONS

#### 1.1 In this Schedule:

- (a) "Approver" means a person to whom the Authorizer has given authority to initiate an On-Demand Pre-Authorized Debit.
- (b) **"Authorizer**" means a person who has signing authority for the Subscriber's bank account at the financial institution, and to whom the Subscriber has given the authority to designate Approvers.
- (c) **"Automatic Pre-Authorized Debit**" or "**Automatic PAD**" means a sporadic Pre-Authorized Debit initiated and credited to the Subscriber's Deposit Account by BC OnLine at the end of a business day, the frequency and value of which are determined by the PAD Parameters previously specified by the Subscriber.
- (d) "Pre-Authorized Debit" or "PAD" means a payment which has been pre-arranged between the Subscriber and the Province where the Province is authorized to present to the Subscriber's financial institution, through electronic medium, claims for payment. The PAD is unsigned. The value of the PAD is credited to the Subscriber's Deposit Account. The PAD may be initiated either:
  - (i) **Automatically** by BC OnLine sporadically but predictably in accordance with the PAD Parameters specified by the Subscriber; or
  - (ii) **On-Demand** by an Approver(s) who has been authorized by the Subscriber;
- (e) **"PAD Parameters**" are dollar amounts specified from time to time by the Subscriber to define the range and limits of a single Automatic PAD and to allow the Subscriber to predict the amount and timing of the Automatic PAD, which are:
  - (i) **"Account High Balance**" means the maximum amount of money that the Subscriber wants to have in the Subscriber's Deposit Account.
  - (ii) **"Trigger Amount**" means the balance of the Subscriber's Deposit Account at which BC OnLine will be prompted to initiate an Automatic PAD request.
  - (iii) "Maximum PAD Amount" means a limit to the amount of money that may be transferred in any single PAD. (f)

"**On-Demand Pre-Authorized Debit**", or "**On-Demand PAD**", (also known as "electronic cheque") means a sporadic PAD initiated by an Approver, the value of which is instantly credited to the Subscriber's Deposit Account, followed by subsequent presentation through electronic medium for payment by the Subscriber's financial institution.

# 2 CONTRACT FOR PRE-AUTHORIZED DEBIT SERVICES

2.1 The Subscriber's authorization for payment to BC OnLine by Pre-Authorized Debit applies only to the method of payment and does not have any bearing on the contract for Services.

### 3 SIGNING AUTHORITY

3.1 This Payment Agreement may be authorized only by the Authorizer(s) with a (the) valid signing authority for the Subscriber's account at the financial institution.

### 4 APPROVAL

4.1 The Subscriber's application to participate in the BC OnLine Pre-Authorized Debit program is subject to approval by the Province.

### 5 EFFECTIVE DATE

5.1 The effective date of the initial Payment Agreement or an amended PAD Agreement is the date of approval by the Province.

### 6 CANADIAN FINANCIAL INSTITUTION

6.1 To make payments by Pre-Authorized Debits, the Subscriber must have an account with a Canadian financial institution that will honour PAD requests.

# 7 BANKING INFORMATION

7.1 The Subscriber certifies that the information pertaining to the financial institution and account to be drawn upon are in fact correct. A specimen cheque marked "void" or a true photocopy or scanned copy, must be attached to this Payment Agreement.

### 8 SUBSCRIBER OBLIGATION

8.1 The Subscriber undertakes to maintain the necessary balance in the Subscriber's account at the financial institution to meet requests presented for payments as provided in this Payment Agreement.

8.2 The Subscriber undertakes to promptly inform the Province in writing of any change in the banking information provided in the authorization and must attach a new specimen cheque marked "void" or a true photocopy or a scanned copy.

# 9 VALIDATION BY FINANCIAL INSTITUTION

- 9.1 The Subscriber acknowledges that delivery of this signed Payment Agreement to the Province is deemed to constitute delivery to the Subscriber's financial institution.
- 9.2 The Subscriber acknowledges that the financial institution processing the PAD is <u>not</u> required to verify:
  - (a) that the PAD has been issued in accordance with the particulars of the authorization including the amount and the frequency of payments; or
  - (b) that any purpose of payment for which the PAD was issued has been fulfilled by the Province or a Data Provider as a condition of honouring a PAD issued or caused to be issued by the Province; or
  - (c) the amount of the PAD.

#### 10 PAYMENT SPECIFICATIONS

- 10.1 The Subscriber specifies the Automatic PAD, or the On-Demand PAD, or both.
- 10.2 The Subscriber may amend this Payment Agreement by notifying the Province in writing of revised PAD Parameters or Approver(s) or change of financial institution.

#### 11 AUTOMATIC PRE-AUTHORIZED DEBIT

- 11.1 If the Subscriber specifies Automatic PAD, then PAD Parameters must be specified.
- 11.2 Initiation of an Automatic PAD:
  - (a) The Subscriber acknowledges that the Automatic PAD will be initiated automatically by BC OnLine at the end of the business day if the funds in the Subscriber's Deposit Account are less than or equal to the Trigger Amount specified by the Subscriber in the PAD Parameters.
- 11.3 **Frequency** of the Automatic PAD:
  - (a) The Subscriber acknowledges that the frequency of the Automatic PAD will be sporadic but predictable by the Subscriber based on the Subscriber's consumption of Services and the Subscriber's PAD Parameters.
  - (b) Not more than one Automatic PAD will be created daily.
- 11.4 **Amount** of an Automatic PAD:
  - (a) The Subscriber acknowledges that BC OnLine will calculate the amount of the PAD subject to the PAD Parameters specified by the Subscriber and that the amount will be predictable by the Subscriber based on the Subscriber's consumption of Services and the Subscriber's PAD Parameters.
  - (b) The amount of an Automatic Pre-Authorized Debit will be the lesser of:
    - (i) the calculated difference between the specified Account High Balance amount and the balance in the Deposit Account at the end of the business day; or
    - (ii) the Maximum PAD Amount.
- 11.5 By agreeing to use the optional Automatic PAD the Subscriber acknowledges and agrees that the payments will be sporadic and variable in amount and agrees to waive any right of pre-notification of a withdrawal from the Subscriber's bank account.

#### 12 ON-DEMAND PRE-AUTHORIZED DEBIT

- 12.1 If the Subscriber specifies On-Demand PAD:
  - (a) The Authorizer specifies in this Agreement whether an On-Demand PAD may be initiated by any one (1) or any two (2) of the designated Approver(s).
  - (b) The Authorizer specifies the Approver(s) in this Payment Agreement.
- 12.2 Initiation of an On-Demand PAD:
  - (a) The Subscriber acknowledges that the On-Demand PAD must be initiated by an Approver while signed on to BC OnLine with a Userid.
- 12.3 Approval of an On-Demand PAD:
  - (a) Approval of an On-Demand PAD by the Approver(s) is by means of the Electronic Signature(s) attached to the Electronic Authorization.
- 12.4 **Frequency** of the On-Demand PAD:
  - (a) The Approver(s) designated by the Subscriber may initiate an On-Demand PAD at any time while signed on to BC OnLine with the Userid(s) assigned to the Approver(s).
  - (b) More than one On-Demand PAD may be initiated daily.
- 12.5 **Amount** of an On-Demand PAD:
  - (a) The amount of an individual On-Demand PAD will be the amount electronically authorized by the Approver(s) on the On-Demand PAD ("electronic cheque") authorization screen, but may not exceed the Maximum PAD Amount specified by the Subscriber.

12.6 By agreeing to use the optional On-Demand PAD Debit the Subscriber acknowledges and agrees that the payments the Subscriber initiates will be sporadic and variable in amount and agrees to waive any right of pre-notification of a withdrawal from the Subscriber's bank account.

#### 13 TIMING OF THE DEPOSIT

- 13.1 The Subscriber's Deposit Account will be credited at the time:
  - (a) BC OnLine initiates the Automatic PAD request after the end of the business day;
  - (b) the Approver(s) initiates the On-Demand PAD request; or
  - (c) the funds are received by the Province .

#### 14 TERMINATION OF THE PAYMENT AGREEMENT

- 14.1 The Authorizer or designated person with signing authority may cancel this Payment Agreement at any time upon written notice to the Province.
- 14.2 The Subscriber acknowledges that it may take up to five (5) business days after the Province receives the Subscriber's notice of cancellation to implement the revocation of the Payment Agreement. The Province may issue Pre-Authorized Debits up until the time the revocation is implemented.
- 14.3 This Payment Agreement may be terminated by the Province at any time upon written notice to the Subscriber.
- 14.4 This Payment Agreement may be terminated or suspended by the Province at any time the Province deems such termination or suspension necessary for any good and valid reason, in which case the Payment Agreement may be terminated or suspended without notice.
- 14.5 Revocation of this Payment Agreement does not terminate any contract for Services that exists between the Subscriber and the Province.

# 15 DISPUTE

- 15.1 The Subscriber may dispute a Pre-Authorized Debit under the following conditions:
  - (a) the PAD was not drawn in accordance with the Subscriber's authorization; or
  - (b) the Subscriber's authorization was cancelled in accordance with the terms of this Payment Agreement.
- 15.2 The Subscriber understands that the Subscriber has certain recourse rights if any debit does not comply with the terms of this Payment Agreement and has up to 90 days to dispute a debit. To obtain more information on recourse rights, the Subscriber may contact its financial institution or visit <u>www.cdnpay.ca</u> FAQs.

### 16 LIMIT OF LIABILITY

16.1 The Subscriber acknowledges that the parties have entered into this Payment Agreement for the convenience of the Subscriber and agrees that the Province will not be liable for any direct or consequential damages suffered by the Subscriber resulting from any act or omission of the Province in connection with the withdrawal of funds from the Subscriber's designated financial institution except for repayment of any funds in excess of the Maximum PAD Amount.

#### 17 CONTACT INFORMATION

17.1 The Subscriber may contact the Province regarding this Payment Agreement at:

BC OnLine Partnership Office Ministry of Technology, Innovation and Citizens' Services E415 – 4000 Seymour Place PO Box 9412 Stn Prov Govt Victoria, BC V8W 9V1 Facsimile: (250) 952-6115 Toll-free: 1-800-663-6102

# BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD, AND I AGREE ON MY OWN BEHALF AND IF APPLICABLE, ON BEHALF OF MY EMPLOYER, TO BE UNCONDITIONALLY BOUND BY, THE BC ONLINE TERMS AND CONDITIONS OF AGREEMENT.

Print Name of Authorized Signatory	Title
Signature of Authorized Signatory	Date

BC OnLine Partnership Office Service BC Mailing Address: E415-4000 Seymour Pl. Victoria, B.C., V8X 4S8 Telephone: 1-800-663-6102 Facsimile: 250 952-6115 Email: bconline@gov.bc.ca