

# Night Deposit Service Contract

## Terms and Conditions

These terms and conditions (the "Night Deposit Terms and Conditions") govern the provision by the Financial Institution of Night Deposit Services on the Depositor's Account. The Financial Institution does not offer Night Deposit Services other than in accordance with these Night Deposit Terms and Conditions. By requesting Night Deposit Services and continuing to use the Account, the Depositor acknowledges acceptance of these Night Deposit Terms and Conditions.

These Night Deposit Terms and Conditions supplement and form part of the existing Account Contract. In the event of any conflict between these Night Deposit Terms and Conditions and the Account Contract, these Night Deposit Terms and Conditions shall prevail in order to resolve such conflict. Except as expressly supplemented or amended herein, the Account Contract shall remain in full force and effect in accordance with its terms.

In consideration of the Financial Institution agreeing to provide Night Deposit Services on the Account, the Depositor agrees as follows.

## 1. DEFINITIONS

**1.1 INTERPRETATION** – Any defined term used in these Night Deposit Terms and Conditions and defined in the singular is deemed to include the plural and vice versa.

**"Account"** means any of the Depositor's accounts or subaccounts (if applicable) that the Depositor may have now or in the future, at the Financial Institution.

**"Account Contract"** means all documents, including this Night Deposit Service Contract (Application and Terms and Conditions) and all other forms or agreements between the Depositor and the Financial Institution that govern the provision of services related to the Account or the operation of the Account.

**"Financial Institution"** means the financial institution, named in the Night Deposit Service Contract Application, where the Depositor holds the Account.

**"Depositor"** means the customer or member of the Financial Institution who holds the Account with the Financial Institution, and in the case of joint Accounts, all joint account holders shall together constitute the "Depositor".

**"Instrument"** means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

**"Night Deposit Service"** means the service that allows the Depositor to make deposits or leave items for safekeeping after regular business hours.

**"Night Deposit Service Fee"** means the fee that the Financial Institution charges for the Night Deposit Service as set out in a schedule of the Financial Institution's charges.

## 2. NIGHT DEPOSIT SERVICE

### 2.1 NIGHT DEPOSIT SERVICE –

- a) At the Depositor's request, the Financial Institution will accept for deposit monies or Instruments acceptable to the Financial Institution placed in an envelope or deposit bag supplied by the Financial Institution and placed by the Depositor in the night depository, provided that the monies and Instruments are accompanied by a properly completed deposit slip signed by the Depositor and enclosed in the same envelope or deposit bag.
- b) The Financial Institution will open the night depository on each business day of the branch during regular business hours and will deposit any monies and Instruments acceptable to the Financial Institution in the manner directed by the Depositor.
- c) The Depositor agrees that the authorized Financial Institution officers who open the night depository and deposit the monies or Instruments to the credit of the Account are acting as the Depositor's agent up to the time at which the monies or Instruments are actually entered and recorded as having been deposited to the Account, and the Depositor nominates, constitutes, and appoints any such authorized Financial Institution officers to deposit any monies or Instruments placed by the Depositor in the night depository to the credit of the Account as directed by the accompanying deposit slip.
- d) Any monies or Instruments placed in an envelope or deposit bag and placed by the Depositor in the night depository will be at the Depositor's risk until the monies or Instruments are actually entered or recorded as a deposit to the credit of the Account. The Financial Institution is not responsible for or under any obligation to account for any lost or destroyed monies or Instruments which the Depositor may place in the night depository, even if the loss or destruction is the result of the Financial Institution's negligence or that of the authorized Financial Institution officers.
- e) The Depositor acknowledges receipt of the number of access keys indicated on the Night Deposit Service Contract Application. The Depositor will not duplicate any keys without the Financial Institution's prior written approval.
- f) If the Financial Institution charges a Night Deposit Service Fee, such fee will be deducted from the Account indicated on the Night Deposit Service Contract Application in accordance with the terms as set out in the schedule of the Financial Institution's charges.
- g) The Depositor shall reimburse the Financial Institution for any loss or damage to access keys or other facilities provided by the Financial Institution in connection with the Night Deposit Service, and the Financial Institution shall be permitted to deduct any amount payable by the Depositor pursuant to this section from the Account indicated on the Night Deposit Service Contract Application.

## 3. MISCELLANEOUS

**3.1 JOINT AND SEVERAL LIABILITY** – If more than one person constitutes the Depositor, the persons constituting the Depositor agree that they are jointly and severally liable to the Financial Institution for all obligations, debts, and liabilities relating to the Account, including those relating to Night Deposit Services pursuant to this Night Deposit Service Contract.

### 3.2 TERMINATING NIGHT DEPOSIT SERVICE –

- a) This Night Deposit Service Contract will terminate automatically if the Account Contract is terminated, effective the date of termination of the Account Contract, with no further action required by either party.
- b) The Financial Institution may, in its sole discretion, terminate the Night Deposit Service and this Night Deposit Service Contract at any time, including due to the Depositor's non-compliance with these Night Deposit Terms and Conditions.
- c) The Depositor may cancel the Night Deposit Service at any time by providing notice to the Financial Institution in accordance with the Account Contract. Termination will be effective immediately upon receipt of notice by the Financial Institution.
- d) Upon termination, the Depositor will immediately cease using the Night Deposit Service and return all access keys to the Financial Institution.
- e) Termination of this Night Deposit Service Contract will not relieve the Depositor of any obligations hereunder that, by their nature, should survive termination.

**3.3 MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend this Night Deposit Service Contract in the same manner in which modifications may be made to the Account Contract, pursuant to its terms. The Depositor may not change, supplement, or amend these Night Deposit Terms and Conditions by any means. Use of the Account following the effective date of a modification of these Night Deposit Terms and Conditions constitutes acceptance of the modifications.

**3.4 ELECTRONIC EXECUTION** – The Night Deposit Service Contract may be executed electronically at the discretion of the Financial Institution. Use of the Account following the date of the Night Deposit Service Contract shall be deemed to be acceptance of the Night Deposit Service Contract as of the date of first use, or in the case of a modification of these Night Deposit Terms and Conditions Agreement, acceptance of the modified terms and conditions.