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## CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

**By signing up for our electronic communications service, effective October 23, 2016, you will receive documents, statements and notices electronically, as they become available, from National Bank of Canada, Natcan Trust Company, National Bank Trust Inc. and National Bank Investments Inc.**

### 1. DEFINITIONS

**Notice:** means any notice or other information that we are obligated to send to you in writing, i.e., notices or other information that are required by law, regulations or standards (including those required when introducing or modifying a rate or fee), as well as those set out in agreements regarding our financial products and services to which we are mutually bound;

**Message centre:** means the location where we make statements, documents and notices available via one of our *Digital Banking Solutions*;

**Document:** means any agreement regarding our financial products and services to which we are mutually bound, i.e., agreements regarding investment, transaction and margin accounts; personal, mortgage or other loans, debit or credit cards, or our *Automated Services* or *Digital Banking Services*;

**Statement:** means any regularly issued statement regarding investment, transaction and margin accounts, credit card accounts, personal and mortgage loans and, generally speaking, any statement regarding our financial products and services;

**Digital Banking Solutions:** means our *Internet Banking Solutions* and our *Mobile Banking Solutions*, which are the designated information processing systems for receiving our electronic communications.

### 2. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

You hereby give your consent to receive electronically through one of our *Digital Banking Services* all statements, documents and notices that we make available from time to time regarding our financial products and services, i.e., the documents and notices described below when they become available electronically:

- Investment and transaction account statements
- Margin account statements
- Mortgage loan account statements
- Personal loan statements
- Agreements regarding our financial products and services
- Notices required by law or by regulation, in particular, those required when disclosing interest rates, borrowing costs and fees
- Notices regarding any agreement to which we are mutually bound
- Transaction confirmations
- Service messages

When a statement is available, you will be notified by email at the email address you provided, if you have chosen to receive such notices. To verify the receipt of any statement, document or notice, you must log in to the message centre. However, you acknowledge that email communication is unreliable, that you may not always receive email messages and that the confidentiality of email messages is not protected.

The terms and conditions of this consent also apply to the electronic transmission of any statements, documents and notices as they become available through our *Digital Banking Solutions*.

**You are not obligated to sign up to receive your statements, documents and notices electronically and may, at any time, choose to receive paper versions by revoking your consent in accordance with the procedure set out in clause 12. Fees may apply to receiving paper versions by mail in accordance with the rates set out in our *Guide to Personal Banking Solutions*.**

### 3. CONTACT INFORMATION

You must inform us of any changes to your contact information, including your email address, in order to continue receiving our electronic communications.

#### **4. AVAILABILITY OF STATEMENTS, DOCUMENTS AND NOTICES**

You can access electronic statements via our *Digital Banking Solutions* for a period of five years. Documents and notices are retained in the message centre for a period of 60 days.

#### **5. VERIFICATION OF STATEMENTS, DOCUMENTS AND NOTICES**

You must access *Digital Banking Solutions* on a regular basis to obtain a copy of all statements, documents and notices that we send electronically. You must check for statements, documents and notices and review the content of your statements at least once a month.

If you notice an error or irregularity in a statement, you must notify us according to the procedure set out in the *General Information and Agreement - Investment, Transaction and Margin Accounts*.

You are responsible for printing out and retaining any statements, documents and notices that we send electronically through our *Digital Banking Solutions*. At your request, and subject to applicable fees, we can provide you with a paper version of any statement, document or notice.

#### **6. TECHNICAL REQUIREMENTS**

The statements, documents and notices made available via our *Digital Banking Solutions* are in PDF format. To view them, you can download and install *Adobe Reader\** to your electronic device. We have no intellectual property rights to this software and waive all liability in this regard.

#### **7. ACCESS PROBLEMS**

You must inform us if you cannot access the message centre of our *Digital Banking Solutions* for any reason, such as technical difficulties or the fact that your access is blocked, limited or refused, and this prevents you from viewing any statements, documents or notices sent to you electronically.

#### **8. SENDING PAPER VERSIONS**

We may, entirely at our discretion, send paper versions of statements, documents and notices by mail if we deem that the situation requires it, in particular, if we have reason to believe that you have not received your statements, documents and notices via our *Digital Banking Solutions* or if a mishap or technical difficulty has prevented the electronic transmission and receipt of your statements, documents and notices.

#### **9. VERBAL CONSENT**

If you provide us with verbal consent to send you statements, documents and notices electronically via our *Digital Banking Solutions*, we will send you a confirmation email, which you can view on our *Digital Banking Solutions* the next time you log in. On your behalf, we will adjust the *Online statements* option in *Internet Banking Solutions* to reflect your choice, as well as any other options as they become available.

#### **10. JOINT ACCOUNT**

If you hold a joint account with another individual, you hereby confirm that you have obtained the co-holder's authorization to complete this consent form on his or her behalf. You agree to advise the co-holder of the terms and conditions of this consent form.

#### **11. AMENDMENTS**

We may amend any or all of the terms and conditions of this consent form in order to align them with our business practices and changes to our financial products and services. Specifically, we may amend the terms and conditions regarding electronic consent, the message centre, technical requirements, paper versions, verbal consent, limited liability and other aspects, such as the features, content and functionalities of our electronic communications. Additional amendments may also be necessary to reflect changes to regulations and standards applicable to financial institutions.

We will send you a written notice informing you of any amendments to this consent form electronically via our *Digital Banking Solutions* at least 30 days prior to the effective date of the amendment. This written notice will contain all new and amended clauses, as well as their previous versions, and the effective date of

the amendments. We may also amend the terms and conditions of this consent form in writing via email or in a paper version sent by mail.

If you do not agree with an amendment, you may revoke your consent in accordance with the procedure set out in clause 12. You will then receive paper versions of statements, documents and notices by mail, subject to applicable fees.

## **12. WITHDRAWAL OF CONSENT**

If you no longer wish to receive statements, documents and notices electronically via our *Digital Banking Solutions*, you may withdraw your consent by calling our *TelNat Telephone Banking Solutions* at 1 888 4-TelNat (1 888 483-5628) toll free or (514) 394-5555 (Montreal area), or by changing the *Online statements* option in our *Internet Banking Solutions*. We will confirm your withdrawn consent and its effective date by email.

As of the next production cycle, you will begin receiving paper rather than electronic versions of your statements, documents or notices by mail, subject to applicable fees.

## **13. LIMITATION OF LIABILITY**

We shall not be held liable for (i) the inability of your electronic device to receive, print out or retain a statement, document or notice that we have sent to you electronically or (ii) the inability to access a statement, document or statement due to technical difficulties, an error on your part or a malfunction of your electronic device that is out of our control.

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