

TERMS AND CONDITIONS

- 1) I/We hereby authorize Red Deer County, in accordance with the terms of my/our account agreement with Processing Institution, to debit or cause to be debited the account for the purposes indicated in the "Payment Type" section on page 1 of this agreement.
- 2) Particulars of the Account that Red Deer County is authorized to debit are indicated in the "Payor Account" section on page 1 of this Agreement. A specimen cheque if available for the account has been marked "VOID" and attached to this authorization.
- 3) I/We undertake to inform Red Deer County, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.
- 4) This authorization is continuing but may be cancelled at any time upon notice being provided by me/us in writing with proper authorization to verify my/our identity within the specified number of days before the next Pre-Authorized Debit (PAD) is to be issued as noted on page 1, "Cancel Payment" section. I/We acknowledge that I/We can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting www.rdcountry.ca. I/We acknowledge that if I/We wish to cancel this authorization or if I/We have any questions or need further information with respect to a Pre-Authorization Debit (PAD), I/We can contact Red Deer County at the telephone number, address, email or fax set out in this Agreement.
- 5) I/We may revoke this Authorization at any time by delivering a notice of revocation to Red Deer County at least fourteen (14) business days prior to the next due payment of the Pre-Authorized Debit. I/We agree that revocation of this Authorization does not terminate any other obligation between myself/ourselves and Red Deer County. This Authorization applies only to the method of payment at any time without prejudice to its rights and remedies under the said obligation.
- 6) I/We acknowledge that provision and delivery of this Authorization to Red Deer County constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Red Deer County constitutes delivery by the Payor.
- 7) If this Authorization is for fixed or variable amount business, personal or funds transfer PADs recurring at set intervals, unless I/We have waived any and all requirements for pre-notification of debiting in the "Waiver of Pre-Notification" section on page 1 of this Agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to telephone instructions or other remote measures), I/We will receive:
 - a. With respect to fixed amount business or personal PADS, written notice from Red Deer County of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s); or
 - b. With respect to variable amount business or personal PADS, written notice from Red Deer County of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD; or
 - c. With respect to business, personal or funds transfer PADs, at least 10 calendar days notice from Red Deer County of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/We have provided an e-mail address to Red Deer County, includes an electronic document.
The amount of pre-notification provided will change in the pre-notification requirements contained in the CPA Rules.
- 8) I/We authorize Red Deer County to process this Pre-Authorized Debit (PAD) a second time if the first presentment is returned by my/Our Financial Institution for reasons 901 (NSF) or 908 (funds not cleared). I/We agree to pay any costs resulting from the representment.
- 9) I/We acknowledge that Processing Institution is not required to verify that a Pre-Authorized Debit (PAD) has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
- 10) I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Red Deer County as a condition of honoring a PAD issued or caused to be issued by Red Deer County on the Account.
- 11) I/We acknowledge that if this Authorization is for personal or business PADs or for the funds transfer PADs that I/We have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
 - a. The PAD was not drawn in accordance with this Authorization;
 - b. This Authorization was revoked; or
 - c. Pre-notification was required and was not received.I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of the Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a Funds Transfer PAD that has recourse through the clearing system or, in the case of a Business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.
- 12) I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and Red Deer County and there is no entitlement from the Processing Institution.
- 13) I/We acknowledge and agree that if this Authorization is for funds transfer PADs Red Deer County does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is I/We will not receive automatic reimbursement in the event of a dispute) and I/We must seek reimbursement or recourse from Red Deer County in the event a PAD is erroneously charged to the Account.
- 14) Unless this Authorization is for funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit www.cdnpay.ca.
- 15) I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Red Deer County and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
- 16) I/we consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of Red Deer County to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.