

HELP EXTRAS

TERMS AND CONDITONS

Coast Capital Savings Federal Credit Union is happy to offer our Help Extras[®] Cash Bonus worth \$1,000 to eligible borrowers who sign up with us for an eligible new mortgage loan.

The Help Extras Cash Bonus is offered by us on the following Terms and Conditions.

1. Definitions

In these Terms and Conditions:

“borrower” means any individual who signs a new mortgage loan. If more than one individual signs a particular mortgage loan then each of them is a borrower.

“Cash Bonus” means the Help Extras cash bonus worth \$1,000 paid to eligible borrowers who sign up for an eligible new mortgage loan.

“Coast Capital Savings”, “our”, “us” and “we” means Coast Capital Savings Federal Credit Union.

“mortgage loan” means a mortgage, mortgage loan agreement, or request for advance under a mortgage with Coast Capital Savings.

“effective date” for a new mortgage loan means the date when the mortgage loan is funded.

2. Cash Bonus

Subject to the eligibility requirements outline in these Terms and Conditions, borrower may receive a onetime total Cash Bonus of \$1,000 for an eligible mortgage loan with a term of 3 years or more with a minimum mortgage amount of \$150,000.

3. Eligibility

To be eligible for the Cash Bonus, each borrower and each mortgage loan must meet the following eligibility requirements on the effective date:

- (a) Each borrower must be an individual, and 19 years of age or older. For clarity, persons other than individuals, such as corporations, partnerships, limited partnerships, or limited liability partnerships, are not eligible.
- (b) If a borrower is not presently a member of Coast Capital Savings, the borrower must become a member to qualify, subject to regular membership requirements.

- (c) Borrower must have a Canadian dollar chequing or savings account with Coast Capital Savings. If there is more than one borrower, the borrowers may have a joint account.
- (d) The borrower must enter into a new mortgage loan. The new mortgage loan must be a closed residential or recreational mortgage loan with a term of at least 3 years. The new mortgage loan must be either a first mortgage, or a second mortgage behind a Coast Capital Savings first mortgage.
- (e) The principal amount of the new mortgage loan must be not less than \$150,000. In the case of a mortgage loan refinancing there must be a minimum of \$150,000 in new money.
- (f) Under a Multi-Purpose Mortgage, a borrower can split the total mortgage loan into sections, each with its own term length and interest rate. For the purpose of qualifying for the Cash Bonus, each section is treated as a separate mortgage loan. To qualify for the Cash Bonus, at least one such section must be eligible. **If multiple sections are eligible, the borrower will receive only one cash bonus for all eligible sections.**
- (g) The following are not eligible:
 - renewals of an existing mortgage loan;
 - a second mortgage loan behind a first mortgage loan held by another lender;
 - a third or later mortgage loan;
 - mortgage loans with open repayment terms;
 - mortgages securing home equity lines of credit (HELOCs);
 - construction mortgage loans (except that owner occupied construction mortgage loans may be eligible when converted to a closed term, typically on the completion of construction); and
 - mortgages which Coast Capital Savings considers to be stated income, equity lending or similar mortgages.

4. Fulfilment

Coast Capital Savings may advance the Cash Bonus on or after Coast Capital Savings removes underwriting conditions on the mortgage. For further clarity, the Cash Bonus may be advanced before Coast Capital Savings funds a new mortgage loan and before the effective date of the new mortgage loan. If Coast Capital Savings does not fund the new mortgage loan or if a borrower ceases to be eligible

on the effective date of the new mortgage loan, then Coast Capital Savings may elect to require that the borrower(s) repay the Cash Bonus.

If there is more than one qualifying borrower signed on a qualifying mortgage loan, then all of the borrowers will collectively receive only one Cash Bonus. The Cash Bonus will be deposited into the borrower's Coast Capital Savings Canadian dollar chequing or savings account.

The Help Extras cannot be combined with any other offer provided by Coast Capital Savings, unless the combination is approved in writing by Coast Capital Savings. The Cash Bonus is not transferrable or assignable. No substitutions will be permitted.

5. General

Coast Capital Savings will not be liable to any borrower for any damage or loss arising from, connected with, or relating to the Help Extras, regardless of the cause or any fault by Coast Capital Savings or any person for whom Coast Capital Savings is responsible, and notwithstanding that any of those persons may have been advised of the possibility of the loss or damage being incurred.

The Help Extras are subject to all applicable laws and regulations, and are void where prohibited by law. If any provision of these Terms and Conditions is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. These Terms and Conditions are governed solely by the laws of British Columbia, Canada and the federal laws of Canada applicable in British Columbia, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

Any dispute between Coast Capital Savings and borrower or any other person arising from, connected with or relating to the Help Extras, participation in the Help Extras, or any related matters ("**Disputes**") will be resolved before the courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and borrower hereby irrevocably attorn to the exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding a Dispute must be commenced within one year after the event giving rise to the Dispute occurred, after which time any and all proceedings regarding the Dispute are barred.

To the fullest extent permissible by applicable law, by participating in the Help Extras borrower agrees to indemnify and hold Coast Capital Savings harmless against any and all third party claims arising out of or in connection with any breach by borrower of these Terms and Conditions or borrower's participation in the Help Extras.

Coast Capital Savings is not obligated to pay the Help Extras Cash Bonus to any person, if Coast Capital Savings is of the opinion, in its sole discretion, that such person, or any other person or group of persons connected directly or indirectly in any way with such person, is abusing or attempting to abuse the Help Extras or is otherwise not acting in good faith in its dealings with Coast Capital Savings.

Coast Capital Savings may terminate, withdraw or suspend the Help Extras offer and amend the Terms and Conditions applicable to Help Extras at any time, without notice, in its sole discretion, but any such termination, withdrawal, suspension or amendment will not affect borrowers who have made an

application for a new mortgage loan prior to such termination, withdrawal, suspension or amendment. Coast Capital Savings may waive or amend any particular eligibility requirement or other term for a particular borrower, at any time, without notice, in its sole discretion.

Any reference to funds, moneys, or currency in these Terms and Conditions will be in Canadian dollars unless explicitly stated otherwise.

Nothing in these Terms and Conditions shall obligate Coast Capital Savings to approve an application for a mortgage loan or to fund a mortgage loan.

All decisions of Coast Capital Savings with respect to any and all aspects of the Help Extras are final and binding on all borrowers.