

**Telpay Incorporated**  
**Pre-Authorized Debit and Bill Payment Service Agreement**

(v1.5 July 2012)

This Agreement with **Telpay Incorporated (Telpay)** covers bill payment services provided by Telpay to you as described below and refers to payments to be processed by Telpay using the following Customer Access Number:

**Date of Agreement:** \_\_\_\_\_  
**Name on Account:** \_\_\_\_\_  
**Financial Institution:** \_\_\_\_\_  
**Bank Account Number:** \_\_\_\_\_  
**Type of Pre-Authorized Debits:**     **Personal**  
**Customer Access Number:** \_\_\_\_\_

To be completed on Confirmation of Agreement which will be emailed to you.
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By activating your Telpay personal account you are confirming that:

1. The information you have provided to Telpay is correct.
2. Telpay reserves the right to verify the personal information provided by the client in the application for service, by searching publications; including magazines, books, newspapers or other sources of information, in printed or electronic form, that are available to the public before accepting the client's application for services.
3. Telpay also reserves the right to require documentation to support the information provided in the application for services; this will include a copy of a void cheque and a copy of a utility bill. Telpay may also request a copy of a government issued photo ID or other documentation it deems reasonable and necessary to verify your personal information.
4. You agree to use the above account for personal use only (any other use may constitute a breach of this agreement and result in the termination of your account).
5. You have read and accepted this agreement.

**1) Authorization**

- a) You confirm that you are authorized to make payments using Telpay's services from the above bank account number. You further confirm that the above bank account (as well as any account provided to Telpay in the future) is in the same name as the name provided to establish your Telpay personal account and that your signature alone is sufficient to authorize transactions on this bank account.
- b) You authorize Telpay to debit your bank account for payments and service charges related to use of this service made in accordance with instructions you provide to Telpay.
- c) Within two (2) business days after applying for service Telpay will generate a small transaction to your account (temporary PIN); when prompted online you will be required to enter this amount to activate your account. Payments cannot be processed until your account is approved by Telpay and activated by you.
- d) When your account is activated using your temporary PIN, you will be required to enter your own confidential password. You agree that you will keep your account number, passwords and any security codes confidential at all times.



## 2) Recourse and Notification

- a) As established by the Canadian Payments Association (CPA) you have certain recourse rights if any debit does not comply with this agreement or your instructions. To inquire about these rights as they pertain to your payments please contact Telpay at 1-800-665-0302 or alternatively you can obtain more information from the CPA ([www.cdnpay.ca](http://www.cdnpay.ca).) or your financial institution.
- b) **Because you have directly initiated and sent payment instructions to Telpay, you waive any prior notification of the amount of the Pre-Authorized Debit.**

## 3) Payments

- a) You understand that this Agreement is activated each time payment instructions are provided to Telpay or as a result of fees charged in accordance with our published pricing schedule.
- b) Telpay will provide thirty (30) days notice of any changes to its Pricing Schedule.
- c) Payments will be processed at the earliest possible opportunity following your transmitted instructions, unless otherwise indicated.
- d) Telpay will advise you if it is unable to process a payment as instructed by you.
- e) Should any payment be delayed as a result of an error or negligence on the part of Telpay, Telpay will reimburse you for any interest or late payment charges imposed by the biller.
- f) Telpay agrees that all funds held on your behalf will be held in a trust account until processed according to your instructions. Telpay will be responsible for the costs and may retain the interest earned on the Trust account.
- g) Once a payment is processed by Telpay according to your instruction the rights to the payment transfer to the Payee.
- h) Telpay reserves the right to delay and/or cancel a payment where it has concerns about its authorization or the availability of funds to successfully process the payment. Telpay will notify you if a payment is not processed in accordance with your original instructions.

## 4) Termination

- a) Telpay may deny or terminate service if it has reasonable grounds to believe that the use of its services may result in, or contribute to, illegal or fraudulent activity.
- b) Notice of Termination of and the Pre-Authorized Debit and Bill Payment Agreement may be made by either party to this agreement at anytime. This cancellation shall not have effect on debits made prior to cancellation of this authorization.

## 5) Privacy

- a) Information provided to Telpay will be used only for the purpose for which it was provided and will be kept confidential and not shared with any third parties other than as required to carry out your payment instructions or as required by law.
- b) In the event that you believe that the confidentiality of your information has been breached, you agree that you will notify Telpay immediately.



**6) Assignment**

- a) This agreement may be assigned to a new service provider by providing you with at least ten (10) days notice prior to the next Pre-Authorized Debit being issued in the assignees name.

**7) Contact Information**

- a) If you have any questions regarding this agreement or Telpay's payment services please contact us at:

**Telpay Incorporated**

298 Garry St.

Winnipeg, MB R3C 1H3

(204)947-9300 or 1-800-665-0302

[www.Telpay.ca](http://www.Telpay.ca)

