PAYOR'S PAD AGREEMENT
Personal Pre-Authorized Debit Plan
Terms and Conditions

1. In this Agreement, "I", "me" and "my" refers to each Account Holder who signs below.

2. I agree to participate in this Pre-Authorized Debit Plan for aquafit or other classes with H2O~FIT and I authorize H2OFIT and any successor or assign of H2O~FIT to draw a debit in paper, electronic or other form for the purpose of making payment for aquafit or other classes (a "Personal PAD") on my account indicated on the void personal cheque submitted with this form (the "Account") at the financial institution indicated on the cheque (the "Financial Institution") and I authorize the Financial Institution to honour and pay such debits. This Agreement and my authorization are provided for the benefit of H2O~FIT and my Financial Institution and are provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rules of the Canadian Payments Association. I agree that any direction I may provide to draw a Personal PAD, and any Personal PAD drawn in accordance with this Agreement, shall be binding on me as if signed by me, and in the case of paper debits, as if they were cheques signed by me.

3. I may revoke or cancel this Agreement at any time upon notice being provided by me in writing by at least the fifteenth (15th) of the month prior to the due date of the next Personal PAD. I acknowledge that in order to revoke or cancel the authorization provided in this Agreement, I must provide notice of revocation of cancellation to H2O~FIT. This Agreement applies only to the method of payment and I agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between me and H2O~FIT.

4. I agree that my Financial Institution is not required to verify that any Personal PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Personal PAD.

5. I agree that delivery of this Agreement to the Payee constitutes delivery by me to my Financial Institution. I agree that H2O~FIT may deliver this Agreement to its financial institution and agree to the disclosure of any personal information which may be contained in the Agreement to such financial institution.

6. I understand that with respect to fixed amount Personal PADs occurring at set intervals, I shall receive written notice from H2O~FIT of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first Personal PAD, and such notice shall be received every time there is a change in the amount or payment date(s).

7. I may dispute a Personal PAD by providing a signed declaration to my Financial Institution under the following conditions:
   (a) the Personal PAD was not drawn in accordance with this Agreement; or
   (b) this Agreement was revoked or cancelled

   I acknowledge that in order to obtain reimbursement from my Financial Institution for the amount of a disputed Personal PAD, I must sign a declaration to the effect that either (a) or (b) above took place and present it to my Financial Institution up to and including but not later than ninety (90) calendar days after the date on which the disputed Personal PAS was posted to my Account. I acknowledge that, after this ninety (90) day period, I shall resolve any dispute regarding a Personal PAD solely with H2O~FIT, and that my Financial Institution shall have no liability to me respecting any such disputed Personal PAD.
8. I certify that all information provided with respect to the Account is accurate and I agree to inform H2O~FIT, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Personal PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Personal PADs.

9. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition I warrant and guarantee, where applicable, that I have the authority to electronically agree to commit to this Agreement by secure electronic signature and that my secure electronic signature conforms with the requirements of Rule H1.

10. I understand and agree to the foregoing terms and conditions.

11. I agree to comply with the Rules of the Canadian Payments Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.

Sign and date here →

Name of Account Holder	Signature	Date

If account is a joint account, second account holder must sign here →

Name of Account Holder	Signature	Date