



**Digital
Commerce
Bank**

Digital Wallet Terms of Use

This document contains the terms and conditions (“Wallet Terms”) that apply when you add, attempt to add, use or keep any eligible debit card, credit card, or another payment card (each, a “Payment Card”) issued by DCBank in a digital wallet or any other electronic payment system into which your Payment Card may be enrolled or added by you (“Wallet”) on any mobile or wearable device, tablet, watch or another device (each a “Device”) that supports the Wallet. These Wallet Terms are a legal agreement, so please read them carefully. The words “you” and “your” mean a DCBank Account holder, an authorized user on a credit card Account (an “Authorized User”), or anyone that you allow to use your Device. The words “we”, “us”, “our”, and “DCBank” mean Digital Commerce Bank and its affiliates in Canada. “Account” means the account associated with the Payment Card.

1. **Accepting These Terms.** By selecting “I agree”, it means you have read and agree to these Wallet Terms. If you do not agree to these Wallet Terms, you must not add, attempt to add, use or keep the Payment Card in the Wallet.
2. **Other Terms and Conditions That Apply to Your Account Still Apply.** The terms of each account agreement and other agreements that apply to your Payment Card and Account including any amendments (collectively, your “Account Agreement”) supplement these Wallet Terms. The Account Agreement continues to apply to your Payment Card and Account including when you add your Payment Card or use it in the Wallet. The Account Agreement may describe, for example, the applicable fees, interest, and other terms and conditions that apply when you use a Payment Card. Nothing in these Wallet Terms changes your responsibilities under the Account Agreement. In the event of any conflict between these Terms and your Account Agreement, your Account Agreement applies. You understand that your use of the Wallet will also be subject to agreements or terms of use with the relevant Wallet provider (“Wallet Provider”) or other third parties such as wireless companies or data service providers (“Other Third Parties”). DCBank is not responsible for the Wallet Provider or Other Third Parties, and in no event shall such terms and conditions between you and the Wallet Provider or any Other Third Party be binding on DCBank or impose any additional obligations, or obligations inconsistent with the terms and conditions of these Terms, upon DCBank whatsoever.
3. **Using a Payment Card in the Wallet.** If you want to add a Payment Card to the Wallet, you must follow the procedures adopted by the Wallet Provider and any further procedures we adopt. You understand that not all Payment Cards are eligible to be added to the Wallet. We may not allow you to add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card or the Account. The Wallet allows you and anyone else who has access to and use of your Device to make purchases using a Payment Card that

has been added to the Wallet wherever the Wallet is accepted, subject to Payment Card activation and pre-set limits (which are subject to change). When you use your Payment Card through the Wallet to transact with a merchant, it is the same as if you swiped, inserted, waved, tapped or otherwise presented your physical Payment Card or signed the credit card slip or electronic signature device presented by the merchant and/or inputted your personal identification number to transact. Wallet transactions will be added to your credit card Account billing statement or, in the case of debit card transactions, your transaction history and Account statements (as applicable). You are financially responsible for all such transactions and associated interest charges and fees in accordance with the Account Agreement. The Wallet may not be accepted outside of Canada or at all places where your Payment Card is accepted. Please remember if you are using a Payment Card in the Wallet that requires you to activate the Payment Card, you may have to activate the Payment Card before using it in the Wallet. With respect to an Account, each Account holder and Authorized User may add their Payment Card to the Wallet to allow them to use and make purchases on the Account using the Wallet on their own Device, and you will be responsible for all such transactions in accordance with the Account Agreement.

4. **Applicable Fees.** We do not charge you fees for adding a Payment Card to the Wallet. Please review the Account Agreement for any fees, interest, or other charges that apply to your Account. In addition, the Wallet Provider or Other Third Parties may charge you service fees when you use your Device or the Wallet.
5. **DCBank is NOT Responsible for the Use or Function of the Wallet.** DCBank is not the provider of the Wallet and is not responsible for its use and function. We are only responsible for the Payment Card as set out in the applicable agreement. You should contact the Wallet Provider's customer service if you have questions about how to use the Wallet or if you experience problems with the Wallet. We are not responsible for any failure of the Wallet or your inability to use a Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of (a) any damage or vulnerabilities to your Device that may be directly or indirectly caused by the Wallet; (b) a merchant refusing to accept the Wallet; or (c) any actions or omissions of the Wallet Provider or any Other Third Party.
6. **Your Responsibility to Keep Your Payment Card and Wallet Credentials Secure and Notify Us of Errors or Fraud.** You agree to protect and keep confidential all information required for you to access your Device and the Wallet, respectively, and all information required to make purchases with a Payment Card using the Wallet on your Device, including without limitation, your User ID, passwords, passcodes and/or verification questions, if applicable, and any other information used to authenticate you to provide access to your Device and the Wallet (the "Wallet Credentials"). If you share your Wallet Credentials or Device with

others (including without limitation, by allowing others to enroll their fingerprint, set up a passcode on your Device or otherwise), they may be able to access your Device and the Wallet to make purchases with your Payment Card through the Wallet, view transactions on your Device (including by way of Notifications, which may be visible on your Device without any requirement for you to enter a login or password), or otherwise obtain your personal information. You must contact us immediately if you believe there are errors or if you suspect fraud or unauthorized use of your Payment Card. We will investigate and where appropriate resolve any potential error or fraudulent purchase on your Payment Card as set out in your Account Agreement. We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law. Before you sell, give away, or dispose of your Device, you must remove the Payment Card from the Wallet by following the Wallet Provider's procedures for removal, otherwise the Payment Card may be available to the person who obtains your Device and you will be responsible for any transactions completed. If your Device is lost or stolen, you must contact DCBank immediately.

7. **Security of the Wallet.** In addition to your efforts to keep your Wallet Credentials secure and confidential, we take reasonable steps to help ensure that information we send to others about your use of a Payment Card in the Wallet is sent to them in a secure manner. However, the Wallet Provider is responsible for the security of information that you provide to it or that is stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet. However, in the unlikely event you experience an Account loss resulting from a transaction through the Wallet that you did not authorize or for which you are not responsible under these Wallet Terms or any other terms or agreement with us, you will be reimbursed for such Account losses provided you have met your security responsibilities and otherwise complied with your Account Agreement.
8. **We Can Block, Suspend, or Cancel Your Use of a Payment Card.** We can block you or Authorized User(s) from adding an eligible Payment Card to the Wallet, suspend your or your Authorized User(s)' ability to use an eligible Payment Card to make purchases using the Wallet, or cancel entirely your or your Authorized User(s)' ability to continue to use a Payment Card in the Wallet. We may take these actions at any time and for any reason without notice or liability to you, such as if we suspect fraud with your Payment Card or Account, if you have an overdue or negative balance on your Account, if directed to do so by the Wallet Provider, a regulator, or the applicable payment card network associated with your Payment Card (such as Visa, MasterCard or Interac), if use of the Payment Card in the Wallet would interfere with, degrade the performance of, or adversely affect any products, services or software of DCBank or others, or if applicable laws change or where otherwise required by applicable law. You may remove a Payment Card from the Wallet by following the Wallet Provider's procedures for removal.

9. **Notifications.** You may receive notifications on your Device upon completing transactions using your Payment Card, including transactions linked to both your physical card and the Wallet (each a “Notification”). You may turn off Notifications at any time by adjusting the settings in the operating system of your Device. We are not responsible for any failure to provide you with information (including Notifications) through the Wallet at any time or for any reason. You should not rely on Notifications to confirm the final amount of any transaction as there could be transactions for amounts that are different than your final purchase when it is posted to your Account.

10. **Our Commitment to Your Privacy.** We are committed to respecting the privacy of your information and we will not collect, use or disclose your information in a manner that is inconsistent with the DCBank Privacy Agreement or the DCBank Privacy Code found at <https://www.dcbank.ca/privacy-policy/> (which may be updated from time to time) available on the DCBank web site at <https://www.dcbank.ca> (the “DCBank Web Site”). The Wallet Provider may handle your information differently, so please review the Wallet Provider's applicable agreements and privacy policy that apply to their Wallet for information as to how the Wallet Provider will collect, use and disclose your personal information. We are not responsible for any loss, injury or other harm you suffer in connection with the Wallet Provider's use of your information.

11. **Your Personal Information.** You agree that we may exchange information about you (such as your name, Payment Card and transactional data) and technical data (such as device identifier, IP address and location) with the applicable Wallet Provider and/or the payment card network associated with your Payment Card, to facilitate adding a Payment Card to the Wallet, to complete any purchase you make using a Payment Card through the Wallet, to make transactional information available to you in the Wallet (for example, to display transactions linked to both your physical card and the Wallet), for internal analytics and reporting, to help manage fraud, security and error, or to assist the Wallet Provider in improving its products.

12. **Feedback.** To the extent you provide any ideas, requests, feedback, reports, suggestions, recommendations or other information to us, in writing, orally, by demonstration or otherwise, regarding your use of the Wallet (“Feedback”), you grant to us, our contractors and third-party service providers, a fully paid-up, royalty-free, perpetual, irrevocable, worldwide, assignable without consent license to make, use, sell, copy, transmit, modify, display, perform, derivative works of, distribute (directly or indirectly) and otherwise fully commercially exploit, including the right to sublicense, such Feedback in connection with our products and services or otherwise. You waive any and all moral

rights you may have in the Feedback in favour of us.

13. We May Change these Wallet Terms at Any Time. We may change these Wallet Terms at any time. We will post changes to the Wallet Terms and indicate the effective date of the changes on the DCBank web portal or by other means. The date of the most recent change to these Wallet Terms is shown at the top of these Wallet Terms. Your continued use of the Payment Card in the Wallet will be taken as your acknowledgment and agreement to be bound by changes to these Wallet Terms. If you do not accept a change to these Wallet Terms, you must remove all Payment Cards from the Wallet. You agree to check the DCBank Web Site for updates to these Wallet Terms from time to time.
14. Wallet Terms Drawn Up in English. It is the express wish of the parties that these Wallet Terms and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.
15. Questions? If you have any questions, disputes, or complaints about the Wallet, you should contact the Wallet Provider. If you have any questions, disputes, or complaints about your Payment Card, you should contact us toll-free at 1-844-836-6040. For a more detailed overview of our complaint process visit us at www.dcbank.ca.

Designated Locations for Service of Legal Demands

In accordance with the *Bank Act*, the following office has been designated for service of legal demands, including Family Support and Maintenance Orders and Canada Revenue Agency demands:

Digital Commerce Bank
736 Meridian Road NE
Calgary, Alberta, T2A 2N7
Canada
Assignment

DCBank may transfer, sub-contract or otherwise deal with DCBank's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

General

The terms and conditions of other agreements relating to your other DCBank business remain in force. If there is a conflict between any provision of those other agreements and these Terms, those agreements prevail.