



DCBANK LIBERTY PERSONAL DEPOSIT ACCOUNT DISCLOSURES AND AGREEMENTS

(Applications available at Digital Commerce Bank and participating Liberty Tax locations)

This booklet contains all the terms and conditions that relate to your personal DCBank deposit account agreement or prepaid bank card. If you have any questions, don't hesitate to contact our Call Centre 24 hours a day at 1.866.290.8822 or at www.dcbank.ca

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ACCOUNT FEATURES AND FEES

ACCOUNT FEATURES AND FEES		
Features	Transaction Fee Amount	Details of Fee Charged
POS Transaction Fee	Free	In Canada or International (per transaction).
Bill Payment Fee	\$1.00	per Transaction
Interac e-Transfer Fee	\$1.00	Per Transaction
Domestic ATM Withdrawal Fee	\$1.00	In Canada (per withdrawal). Please note that the ATM provider may charge a fee for use of the ATM. Only MasterCard and Cirrus branded ATMs are eligible ATMs for withdrawals.
International ATM Withdrawal Fee	\$3.50	In the U.S. or International (per withdrawal). Please note that the ATM provider may charge a fee for use of the ATM. Only MasterCard and Cirrus branded ATMs are eligible ATMs for withdrawals.
Foreign Currency Transaction Fee	1.00%	For foreign currency transactions, we will charge you in Canadian currency if you use the Account to make transactions in a foreign currency. We will convert the transaction amount directly to Canadian dollars at the exchange rate in effect at the time we post the transaction to the Card. When the transaction is posted to the Account, in addition to the exchange rate, you will be charged the amount of this fee based on the amount of the transaction for each foreign currency transaction.
Semi-Annual Account Fee	\$6.00	Fee is charged semi-annually upon opening the Account and every six months thereafter
PIN Change Fee	\$4.00	We will charge you this fee in each instance where you request to change the PIN on the Card.
Card or Card Replacement Fee	\$15.00	You will receive a virtual card without charge. However, if you request a physical card, we will charge this fee each time a Card or replacement Card is requested.
Charge Back Fee	\$15.00	We will charge you this fee in each instance where you report an erroneous Card transaction and our investigation shows that it was not the fault of the merchant or ATM operator.

DCBANK LIBERTY
PERSONAL DEPOSIT ACCOUNT AGREEMENT
(Canadian Currency)

This Agreement contains the terms which govern your bank account (or bank accounts) with Digital Commerce Bank ("DCBank" or the "Bank") and other services you may have in connection with the bank account (or bank accounts) you have with us. When you signed your Personal Account Application with us, you agreed to the terms contained in this Agreement and in the Personal Account Application, as may be amended from time to time in accordance with this Agreement.

In this Agreement, "you" or the "Customer" means the account holder(s), being each person who has consented to this Agreement, and "DCBank", "we", "our" and "us" mean Digital Commerce Bank.

ARTICLE I OPERATION OF YOUR ACCOUNT

Article I contains terms that apply to the operation of your Account. You and DCBank agree that the operation of each Account which you now, or in the future, may have with us, regardless of the product offering or the carrying on of other banking business by you with us, will be subject to the following terms:

Section 1.1 Use of the Account

You may only use the Account for your personal banking needs and you may not use the Account for the benefit of any third party or for business purposes or any other purposes.

Section 1.2 Authorized Persons Only

You represent, warrant, covenant and agree that only you or, if the Account is a joint bank account, the other accountholder(s) will use your Account and any other banking services associated with it and that such use will be on your behalf or on behalf of the other accountholder(s), if applicable, and not on behalf of any other Person. You represent and warrant that you: (a) have the power and authority to exercise all rights, powers and authorities in connection with this Agreement and your Account, including to incur liabilities and obligations and otherwise conduct and transact any business whatsoever on your behalf and to delegate any of these rights, powers and authorities to any other person; (b) will comply with this Agreement and Applicable Laws; and (c) will not use the Account or any other Services for any illegal, immoral, fraudulent, misrepresentative or improper purposes. You are responsible and agree to indemnify and hold harmless DCBank and its Representatives for Losses whether directly or indirectly incurred, sustained or suffered by us or you in connection with the use (including any unauthorized use) of the Account.

Section 1.3 Deposits to your Account

DCBank provides electronic banking products and services. We do not have retail branches or physical points of service accessible to the public. We do not accept cash, cheques or any other Instruments in physical form for deposit of funds to your Account. We reserve the right, in our sole discretion, to refuse to accept any deposits or specific items for deposit to your Account.

We are not responsible or liable for any consequences of our refusal to accept cash, cheques or any other specific item or other Instrument for the deposit of funds to your Account. You agree that we will not be responsible or liable to you or any third party for any cash, cheques or any other physical Instruments or items delivered to us or one of our agent locations. Notwithstanding our receipt or possession thereof, you are solely responsible and liable for any Losses and costs related to cash, cheques or any other physical Instruments or items delivered to us or one of our agent locations including any Losses or costs arising as a result of the return or destruction of any of the foregoing.

If an amount is deposited to your Account in error by us, we may withdraw such amount from your Account. You acknowledge and agree that you do not acquire any rights to any funds deposited in your Account in error by virtue of the fact that such deposit has been made, regardless of the length of time the funds remain in the Account.

Section 1.4 Right to Debit Account

We may debit any Account to collect fees, charges, taxes and other amounts owing by you to us or our affiliates, including in connection with this Agreement or the Services. This includes, but is not limited to, debits to your Account for any of the following:

- ▶ the amount of any Instrument payable by you;
- ▶ the amount of any Instrument cashed or negotiated by us for you or credited to your Account (whether by means of deposits made by you or by payments received for you through electronic or other means) for which payment is not received by us on a final irrevocable basis, or is reversed, in whole or in part, and whether or not such non-payment or reversal complies with the rules of the Canadian Payments Association or other clearing organization for any reason (whether or not such Instruments were drawn on other accounts with us), and together with the amount of any other indebtedness or liability;
- ▶ owing by you to us and with any expenses incurred by us in connection with paying such dishonoured or unpaid Instrument. Notwithstanding any such charges, we reserve all of our rights and remedies against all parties. No such charges will not be deemed to be payment of such Instruments;

- ▶ the amount of any Instrument received by us for your Account by way of deposit, discount, collection or otherwise if it is lost or stolen or otherwise disappears by any cause whatsoever other than our gross negligence;
- ▶ any costs we incur in order to comply with any request or order issued under Applicable Laws for information, documents or action to be taken by us respecting your Account;
- ▶ any amounts owing by you to us under this Agreement or under any other agreement between you and us;
- ▶ any service charges and fees for the operation of the Account and for any Services which you subscribe for and we may provide, from time to time; and
- ▶ all amounts collectible by us as taxes on the supply, sale or other provision of our products or services.

WITH RESPECT TO ANY INDEBTEDNESS OR FEES THAT YOU MAY OWE TO LIBERTY TAX SERVICE INC. OR ANY LIBERTY TAX FRANCHISE (COLLECTIVELY REFERRED TO AS "LIBERTY TAX"), YOU IRREVOCABLY AUTHORIZE AND DIRECT DCBANK TO REPAY ANY SUCH AMOUNTS BY DEDUCTING AMOUNTS FROM YOUR ACCOUNT AND PAYING SUCH AMOUNTS TO LIBERTY TAX.

If sufficient funds are not available in your Account for the foregoing, you agree to pay upon demand by us and will be liable to us for any such amounts owed, including any overdraft, together with interest thereon at the interest rate charged by us from time to time for overdrafts.

We may set off or apply funds available in your Account to the amount of any indebtedness or liability you may have to us or our affiliates, in any manner we consider necessary and without prior notice to you.

Section 1.5 Security

To secure the due and punctual payment of all of your obligations to us hereunder or in respect of any Services or other agreements between you and us including, without limitation, interest on amounts in default, all other monies from time to time owing by you to us and the due performance of your obligations under this Agreement, indemnification obligations, and any other agreement between you and us, you hereby assign, convey, transfer, set over, grant a continuing security interest in, and mortgage, pledge and charge as and by way of a first fixed and specific mortgage and charge, to and in favour of us and our successors and assigns, in all Accounts and all funds deposited in or otherwise held in any Account from time to time.

Section 1.6 Foreign Currency Transactions

All Transactions in respect of your Account in a currency other than Canadian dollars will be converted by us to the Canadian dollars at the exchange rate in use by us at the time the

Transaction is processed plus any applicable foreign currency Transactions fees. You acknowledge and agree that we may debit any Account for the funds required for the conversion of such Transactions and for any related fees and charges. You acknowledge and agree that we may use third party service providers to process currency conversion and that there may be a delay in such processing. We will not be responsible for any Losses relating to foreign currency conversions, including those resulting from timing delays or from a change in currency conversion rates between the date an Instrument is converted and the date the Instrument is delivered, received, processed or returned. You are solely responsible for any Losses relating to foreign currency conversions in connection with any Services.

Notwithstanding the above, we reserve our right to, at our discretion, decline any Instrument received for deposit to your Account in a currency other than Canadian dollars.

Section 1.7 Foreign Currency Accounts

You acknowledge that the Account is a Canadian dollar bank account and you may not deposit or withdraw any currency to or from your Account other than Canadian dollars. Any foreign currency conversions required in connection with your Account will be processed in accordance with Section 1.6.

Section 1.8 Cheques and other Instruments

We do not offer cheques for Accounts held at DCBank. You do not have the ability to draw cheques on your Account. You also do not have the ability to deposit cheques or cash to your Account.

All Instruments must comply with Applicable Laws and any other specifications provided by us. We may present and deliver Instruments for payment, clearing, collection, acceptance or otherwise through any financial institution or other Person, and in any manner, as we consider appropriate in our sole discretion. We may also accept and deliver any form of settlement or payment for any Instrument as it deems appropriate. Instruments are subject to the Applicable Laws of each jurisdiction in which they are processed, including any intermediary jurisdiction in which they are processed through, and you are responsible to ensure all Instruments comply with such Applicable Laws. We are not responsible for any Losses relating to an Instrument which contravenes Applicable Laws.

Unless otherwise agreed in writing by us, we have no duty, responsibility, or obligation to review, examine, or confirm the beneficiary or payee name, endorsement, signature, amount, or other information appearing on any Instrument.

Section 1.9 Stop Payment

You acknowledge and agree that we are not able to stop payment on any Instrument which has already been presented for payment to us or which has been certified by us. We will take commercially reasonable efforts to stop payment on an Instrument if so

requested. We will not, in any circumstances, be responsible or liable in connection with any stop payment request, whether or not we are able to stop such payment.

Section 1.10 Limits

We may establish one or more limits (dollar amounts or otherwise) for any Services or Instruments drawn, deposited or held on an Account, and you will adhere to these limits. We may at any time, in our sole discretion and without any notice requirement to you, change these limits for any reason, including in order to process any Instrument which would have exceeded a limit.

Section 1.11 Holding of Funds

We may hold funds you deposit by electronic funds transfer, wire, and other electronic non-cash methods of deposit for the time periods set out below prior to making them available to you for withdrawal.

For deposits of encoded Canadian dollar electronic funds transfers or wires for amounts \$1,500 or less, we may apply a hold for up to five business days after the day of the deposit. Despite the above hold periods, during the first 90 calendar days after you open your Account we may apply a hold for up to seven business days after the day of the deposit.

For deposits of encoded Canadian dollar electronic funds transfers or wires for amounts greater than \$1,500 we may hold for up to eight business days after the day of the deposit.

We may change the above hold periods or dollar amounts or other holding metrics in our sole discretion at any time and from time to time, including, without limitation, due to ongoing monitoring of transaction activity on an Account or changes in the Bank's policies and procedures from time to time.

DCBank is obligated under the PCMLTFA to report any perceived suspicious transactions to FINTRAC. We therefore may place a hold on any funds or any Account that we consider, in our sole discretion, to be the result of or connected to a suspicious transaction or suspected suspicious transaction.

A hold provides no guarantee that a deposit will not be returned unpaid after the hold period has expired. If a deposit is returned to us unpaid for any reason at any time, either during or after the expiry of the applicable hold period, we have the right to charge the amount of such deposit to your Account.

Section 1.12 Processing and Records

Our records respecting the time of presentment, payment or dishonour of any Instrument will be conclusive evidence of same.

You may be required to complete or execute additional documentation in connection with certain Transactions. In such

case, the timing and our ability to process such Transactions may depend on when we receive all required documentation.

Any Transactions or any update of records of Transactions made on a weekend or non-business day may be processed by us on our next business day in the affected jurisdiction.

We may decline or delay acting on any instruction for any Transaction (including any post-dated Transactions) for any reason, including, but not limited to, if instructions are incomplete, ambiguous, or cannot be processed due to insufficient funds or limits imposed by us or otherwise, or if the authenticity or lawfulness of any instruction is doubted. You agree that instructions acted upon by us will, in the absence of our gross negligence or willful misconduct, be conclusively deemed to be valid instructions given or made by you, whether or not authorized by you and whether or not accurately communicated or received.

You acknowledge and agree that we may request additional information in connection with certain Transactions, including without limitation information regarding the sender or recipient or other parties to a certain Transaction whether our request is made before or after the Transaction is processed, and that you will provide us with such information in a timely manner. If we require additional information prior to processing a Transaction, the timing and our ability to process such Transactions may depend on when we receive all required information.

We may report any improper or unauthorized activity that is in any way connected to the Account(s) to any law enforcement agency or credit reporting agency.

At our sole discretion, we may verify any communications or the source of a communication before we accept or act on them. We are not liable for any instructions or communications that are not accepted, or for delays in acting upon any instructions or communications. Our records will be conclusive evidence of your communications. You consent to us recording your verbal communications with us.

Any Transaction information that you may receive is solely for your convenience in keeping your banking records. In the event of any dispute as to the accuracy of any such information, our decision based upon our internal records will be conclusive and binding on you.

Section 1.13 Alerts

DCBank will send you electronic alerts when your Account falls below \$100. This service is provided to you at no cost. You may customize your alert threshold or opt out of alerts through the DCBank website located at www.dcbank.ca.

Section 1.14 Statements and Verification

Unless you instruct us otherwise, we will provide to you a statement of your Account and documents for amounts charged

to your Account through a self-serve portal available online at the DCBank website located at www.dcbank.ca.

You are responsible for reviewing and verifying, at least monthly, the debit and credit entries to your Account, examining the Transaction information and documents provided and determining their authenticity, and notifying us in writing of any errors, irregularities, omissions or any other objections to them or in respect of any other Transaction involving your Account (including if you become aware that an Instrument has forged signatures, has been altered, is a duplicate, is counterfeit or is otherwise unauthorized or fraudulent). You are required to notify us within 45 days after the Transaction date (the "**Review Period**").

Upon the expiry of any Review Period (unless you notify us otherwise within such Review Period) you are deemed to have accepted all statements and reports of Account information pertaining to such Review Period and generated by us with respect to the Account as accurately reflecting all Transactions on the Account. Without limiting the foregoing, you acknowledge and agree that, after the expiry of any Review Period:

(i) you have no claim that any payment instructions charged to the Account had forged signatures, were altered, were duplicated, were counterfeit or were for any reason unauthorized or fraudulent even if you, or we, did or did not verify the signature, instruction or authorization;

(ii) all amounts charged to your Account that are properly charged to you include all interest and service charges, whether or not the statement discloses how interest and charges are calculated;

(iii) subject to our right either during or after such Review Period to charge back items and amounts remitted to you for which payment has not been received or has been reversed, in whole or in part, the relevant statement and the balance shown on it and reports of Account information pertaining to such Review Period and generated by us for the Account are correct and that the Transaction information and documents, and amounts, are authentic, authorized and properly charged to your Account;

(iv) you are not entitled to be credited with any sum not credited to the Account in the relevant statement;

(v) you cannot claim that any entry on the relevant statement or posting during the relevant month is incorrect for any reason, and you will have no claim against us for reimbursement relating to any such entry or posting, as applicable, even if the instruction which resulted in the charge to your account was forged, unauthorized or fraudulent or was improperly charged for any other reason whatsoever, including our negligence; and

(vi) we will be released from any claim whatsoever relating to the statement of your Account and Transaction information and

documents pertaining to such Review Period, whether for negligence, breach of contract, breach of trust, breach of fiduciary duty, conspiracy, unlawful interference or otherwise.

We retain the right either during or after the Review Period to take any action or initiate, process or complete any transaction in connection with your Account that we determine is necessary to rectify any error made by us or any other Person, including but not limited to reversing any credit to your Account that was made in error.

We are not liable for any loss or claim arising from any breach by you or any third party of any fiduciary duty or trust in respect of the sums or dealings noted in the statements.

Notwithstanding the foregoing, you will notify us immediately if: (a) at any time prior to the expiry of the Review Period you become aware that an Instrument has been altered, is a duplicate or is otherwise fraudulent or suspected to be fraudulent; or (b) at any time you become aware of any unauthorized or forged endorsement on any Instrument.

You may request documentation or records that are not generally available. We will advise if we can provide such documentation or records and you acknowledge and agree that there may be an administration fee required to provide such documentation or records. We make no representations with respect to our ability to provide such documentation or records or the timeliness thereof.

Section 1.15 Waiver of Protest

You waive presentment, notice of dishonour, protest, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it had been duly presented, protested and notice of dishonour and protest had been given to all parties to it as provided by law. We may carry out any such formalities if, in our sole discretion, we consider it in either party's interest. We will not, in any circumstances, be responsible or liable for any failure or omission to present, give notice, have protested or noted for protest any Instrument.

Section 1.16 Your Duty of Care

You agree to:

- ▶ maintain procedures and controls to detect and prevent thefts of Instruments or losses due to fraud or forgery involving Instruments;
- ▶ maintain procedures and controls in connection with anti-money laundering and anti-terrorist financing commensurate with your business and in compliance with all Applicable Law and to provide evidence of same to us upon request;
- ▶ diligently supervise and monitor the conduct and work of all Authorized Signatories and all agents and

employees having a role in the preparation of your Instruments and your bank statement reconciliation or other banking functions;

- ▶ verify the authenticity and validity of all Instruments deposited to and drawn on your Account; and
- ▶ you acknowledge and agree that we will have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless the loss was caused solely by our gross negligence, fraud or willful misconduct.

Section 1.17 Transferring Funds

(a) By Wire

- ▶ We do not allow deposits to occur to your Account by Wire.
- ▶ If you provide us with instructions to transfer funds out of your Account by wire (domestically or internationally), we, our correspondents, and other financial institutions involved in processing the remittances may rely on any account or identification numbers provided and will not seek to confirm whether the number specified corresponds with the name of the beneficiary or the beneficiary's bank provided in the payment order. The payee designated by you may be required to provide identification to the satisfaction of the paying bank.
- ▶ Wire payment instructions executed by us are irrevocable. Under certain circumstances we will, on a reasonable efforts basis, and upon your request, attempt to recall a wire payment, however, we cannot guarantee return of the funds.
- ▶ You will pay us fees in addition to all other service fees for transfers by wire and will reimburse us for any deductions and withholding or other taxes, and for any interest and penalties that may be paid by us in connection with any remittances. Other financial institutions may deduct a fee for processing remittances. You acknowledge that wires are subject to cut-off times, time zone differences and local regulations of the destination country.
- ▶ We may review the wire payment instructions and request any additional information relating to the wire transfer. We are not liable to you or any other Person for any delay in processing a wire transfer, unless caused solely by our gross negligence, fraud or willful misconduct.
- ▶ For wire transfers, we are not responsible for any delay, failure or performance, damage, penalty, cost, expense or inconvenience resulting to you or any other Person from causes beyond our control. We are not liable to you

or any other Person for incorrect or improper payment to any Person arising out of the processing of any wire transfer, unless caused solely by our gross negligence, fraud or willful misconduct.

(b) By Interac E-Transfer

- ▶ If you want to transfer funds by *Interac* e-Transfer, it is your responsibility as a sender to (a) provide an accurate email address of the recipient; (b) create an effective security question and security response that is only known by the recipient; and (c) not to email the security response to the recipient or include the response in the *Interac* e-Transfer message field. As a recipient, you agree to keep the response to the security question confidential and to only use it to receive the *Interac* e-transfer. If an *Interac* E-Transfer has been accepted, we cannot reverse it or place a stop payment on it. An *Interac* e-transfer may only be recalled before it is accepted.

(c) By Electronic Funds Transfer ("EFT") and Pre-Authorized Debit ("PAD")

- ▶ If you want to transfer funds by EFT or PAD, it is your responsibility to ensure that all EFT or PAD payment instructions are accurate. A stop payment cannot be placed on an EFT or PAD after the transfer has been processed. The Bank shall not be responsible for any actions taken by the Bank in reliance upon instructions or information communicated by you.

Section 1.18 Closing or Freezing Accounts

We may at any time, without notice to you, close any Account, or freeze or hold the funds in any Account, at our sole discretion, including, without limitation, for reasons of actual or suspected fraud or illegality, inaction on the Account, concerns regarding reputational, regulatory or financial risk to DCBank or breach of your obligations under any agreement between us and you. In certain cases, we may be obligated to submit a suspicious transaction report to FINTRAC as per the requirements of the PCMLTFA.

ARTICLE II ADDITIONAL TERMS FOR SPECIFIC SERVICES

Article II contains the terms that apply to your use of additional services provided by DCBank. By applying for an Account, the following additional services automatically apply, and you and DCBank agree to the following:

Section 2.1 Acceptance of Instructions

You authorize us to accept, without further verification, and you agree to be liable for:

- ▶ all instructions of the type that we accept given using Online Banking, when those instructions are accompanied by the authorized credentials or Secret Code, as the case may be, for Transactions;
- ▶ all Transactions made/entered into by your Authorized Signatories and instructions given by your Authorized Signatories as if such Transactions had been entered into pursuant to written agreements between us and you or such instructions had been given to us by you in writing;
- ▶ the accuracy and adequacy of all activity on the Service, including the designation of Account(s) linked to the Services; and
- ▶ You agree that we may need the opportunity to verify and accept all instructions given to us by you through or by way of the Services.

Section 2.2 Compromised Security

You agree to notify, and to cause your Authorized Signatories to notify, us by telephone or in writing as soon as possible, but in any event, within 24 hours of learning that the confidentiality of a Secret Code has been compromised by any means. This 24-hour time period will not apply if there are exceptional circumstances beyond your reasonable control which preventing you from notifying us within such 24-hour time period, provided that you notify us as soon as possible in the circumstances.

Section 2.3 Customer Responsibility

(a) Authorized Transactions

You are responsible for the full amount of all authorized activity resulting from the use of the Secret Codes by any Person including, but not limited to, your Authorized Signatories. You acknowledge that careless handling of the Secret Codes can result in serious financial losses for which you may be solely responsible.

(b) In All Instances

You will not be liable for Losses that occur in connection with and after having notified us:

- ▶ that the Secret Codes were disclosed to or obtained by any unauthorized Person or may be known by any unauthorized person; or
- ▶ that unauthorized use of Services may be occurring.

You are required to cooperate and assist in any investigation that we initiate into unauthorized use you report as a precondition to being reimbursed for any losses. This cooperation may include filing a report with law enforcement authorities or completing and executing proof of loss documentation.

We will not be liable to you or any third party for any Losses that you may incur as a result of your confidential or other information

being released to or obtained by a third-party due to your compromising the confidentiality of a Secret Code.

Section 2.4 Processing, Verification and Acceptance of Instructions

We may take up to five business days to verify any deposits made to the Account, including any transfer between Accounts, before you can withdraw the amount deposited or process bill payments. International deposits may take longer than five business days to verify before you can withdraw the amount deposited, or process bill payments.

You acknowledge that the Services do not entitle you to overdraw your Accounts, except to the extent you have entered into a written agreement with us for the provision of an overdraft facility and have overdraft privileges.

Section 2.5 Overdraft

Unless otherwise agreed by us in writing, and notwithstanding any prior course of conduct, we may, but will have no obligation to, honour, and we may at any time in our discretion refuse to honour, any Instrument which, if honoured, might overdraw an Account or increase an overdraft in an Account. You will pay to us, on demand, the amount of any overdraft in an Account, together with interest. The fees associated with and rate of interest payable on any overdraft in an Account will be set out in the Features and Fees section of this booklet, as may be amended from time to time, or you shall pay the rate otherwise agreed to in writing by you and us. Our current fees can be viewed online at www.dcbank.ca/bank-accounts/fees-agreement. The interest will accrue daily on the basis of a 365-day year and will be calculated and payable monthly. For the purposes of the Interest Act (Canada), if a rate of interest is or is to be calculated on the basis of a period which is less than a full calendar year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by the actual number of days in the calendar year for which such calculation is made and divided by the number of days in such period.

Section 2.6 Merchant Disputes

You will not hold us responsible for the quality of any goods or services obtained from a third party through use of Online Banking. You will settle all such issues directly with the merchant involved.

Section 2.7 Bill Payment

You may make bill payments from your Account. Each time you make a bill payment through Online Banking, you will receive a Reference Number from us. You are required to retain the Reference Number in your records as your confirmation that we have received your payment instructions.

Bill payments and transfers, including post-dated bill payments and transfers, may not be completed if there are insufficient funds in your Account.

Bill payments made through Online Banking will be reflected on the relevant Bill Issuer's records as of the date of payment. Some Bill Issuers may require additional time (often up to two business days) to reflect the payment in their records.

You agree that, if you have a dispute with a Bill Issuer concerning its failure to give credit for a bill payment, or the imposition of any additional charges such as late payment fees or interest penalties, you will settle such dispute directly with the Bill Issuer.

You are solely responsible for ensuring that we have accurate and complete information for each Bill Issuer to whom you wish to make an electronic payment through our systems including the Bill Issuer Account Information. Furthermore, you authorize and consent to our exchanging Bill Issuer Account Information with the Bill Issuer (including, without limitation, employees and agents of the Bill Issuer) to ensure that information in our records concerning your account with the Bill Issuer is accurate and up-to-date.

You agree that:

- ▶ we may use a third-party service provider to provide bill payment and transfer services;
- ▶ we are under no obligation to keep Bill Issuer Account Information up-to-date or to contact the Bill Issuer to obtain, verify or update Bill Issuer Account Information; and
- ▶ we will not be liable to you or any third party by reason of a loss, liability or claim arising in connection with us not being in possession of complete, accurate or current Bill Issuer Account Information.

Section 2.8 Additional Services Fees

If we provide you with additional Services, including those contemplated in Article II, you agree to pay all applicable fees for such Services as outlined by us from time to time.

If we provide Services or Accounts not contemplated elsewhere in this Agreement, we may provide to you details of such Services or Accounts along with details of the applicable fees.

ARTICLE III GENERAL TERMS AND CONDITIONS

Article III contains terms and conditions that generally apply to the provision of Services by us. You and DCBank agree that any Services provided by us to you now, or in the future, will be subject to the following terms:

Section 3.1 Fees

You agree to pay to us all fees and charges applicable to the Account and other Services when they are due, together with any applicable taxes.

You agree to pay us interest on all amounts due to us under this Agreement from and after the due date of such amounts at the lower of the Prime Rate plus 10% or the maximum rate allowable under Applicable Laws.

Subject to compliance with Applicable Laws, we may change any fees or charges, or add new fees or charges, at any time. In such case, we will provide you with a notice in writing at least 30 days before the effective date of such increase and will post a notice of such change on our website and at any of our branch locations at least 60 days before the effective date of such increase.

Section 3.2 Electronic Communication

All communication between any of DCBank, you, and any other Person in connection with the Services, whether through electronic communication means or otherwise, will take place in accordance with this Agreement.

You acknowledge and agree that you consent to receive communications and documents electronically in connection with the Services and in accordance with the terms and conditions of DCBank's Consent to Electronic Delivery of Documents (the "**Consent to Electronic Delivery of Documents**"), which is included with this booklet, as may be updated from time to time. You can view the current version of our Consent to Electronic Delivery of Documents at our website at www.dcbank.ca/legal/consent-to-electronic-delivery-of-documents.

A document, including a statement, notice, agreement, Instrument, disclosure, consent, instruction, communication, materials or other information, which is accessed, sent, received, accepted, or processed through electronic communication means shall have the same legal effect as if in written paper form signed by the Customer, and will constitute a "writing" for the purposes of Applicable Laws. You waive any right to raise a defence or waiver of liability on the basis that such document was accessed, sent, received, accepted, or processed through electronic means, including on the basis that it was not "in writing" or was not signed or delivered. All such documents provided through electronic means must be in a format which can be retained by us. You will keep the originals of all such documents transmitted to us by facsimile or using any other electronic means and will produce them to us on request.

At our sole discretion, we may verify any communications or the source of a communication before we accept or act on them. We are not liable for any instructions or communications that are not accepted, or for delays in acting upon any instructions or communications. Our records will be conclusive evidence of your

communications. You consent to us recording your verbal communications with us.

Section 3.3 Monitoring; Restrictions

We may, at any time and without prior notice, monitor and examine all aspects of the use of the Services.

Transactions initiated by you are not confidential. We reserve the right at all times to monitor, review, store, retain or disclose any information as necessary to satisfy any Applicable Law, Regulatory Authority or financial institution rule or request, or otherwise in accordance with our Privacy Code.

Any initial, large or unusual transactions occurring using the Services, including transactions involving multiple disbursements or multiple banks, may be subject to reporting to source or destination financial institutions. You agree that we may access your information for the reasons as stated above or to respond to service, operational or technical issues.

We may, at any time and without prior notice, immediately take any action that we consider necessary or appropriate in connection with the Services, including restricting access to, freezing or suspending any Services, or declining, freezing, retaining, reversing, returning or otherwise refusing to act on, honour or process any document, Instrument or Transaction. We may notify and provide data and information to any Regulatory Authority in respect of the foregoing. We will not be liable to you or to any other Person for any action taken or not taken by us in connection with the foregoing.

We may, in our sole discretion, require periodic certifications from you or qualified third parties in respect of your Account, Transactions or otherwise in connection with the Services or your business. You agree to provide such certifications within 10 days of our request.

Section 3.4 Compliance with Laws

You must comply with all Applicable Laws. You must ensure all deposits and Instruments comply with all Applicable Laws.

We may refuse to accept, honour, certify, pay or process Instruments which do not comply with all Applicable Laws and we are not responsible or liable for any consequences of such refusal or lack of refusal.

Each time you use a Service, you represent and warrant to us that: (a) you do not and will not conduct business in, or with individuals or entities located in, countries on Canadian or international sanctions lists, prohibited jurisdictions of DCBank or otherwise in contravention of Applicable Laws; (b) to the best of your knowledge, no Regulatory Authority or other Person has ever conducted any type of investigation related to any activity in contravention of Applicable Laws relating to anti-money laundering or anti-terrorist financing with regard to any of your accounts or financial transactions or any accounts or financial

transactions under your control; and (c) you have in place prudent measures to ensure the security and confidentiality of your Account and the Services, including measures to detect and prevent Disabling Code.

Section 3.5 Intellectual Property Rights

We retain all ownership rights in the Services and any hardware, software, equipment, information, documentation, data or other materials provided or made available by us in connection with the Services, including any trademark, copyright and other intellectual property rights therein.

We are the owner of all intellectual property rights subsisting on each website and mobile application owned or operated by or on behalf of DCBank. Unless otherwise indicated, trademarks, logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips, and videos, appearing on each website or otherwise in connection with the Services are our property. The trademarks, logos, and works may not be reproduced, republished, downloaded, posted, transmitted, distributed, or modified, in whole or in part, in any form whatsoever, except for your own non-commercial use, including viewing, printing, or archiving of electronic copies of your activities, in accordance with the terms of this Agreement and our instructions or as may be otherwise agreed in writing by us. Nothing in this Agreement is to be interpreted as conferring a right to use our trademarks, logos, or works in any other way.

You may not use DCBank's name or any of DCBank's trademarks or other intellectual property in any advertisement, brochure, public message, other marketing efforts or otherwise without DCBank's prior written consent.

Section 3.6 Suspension or Termination

We may immediately suspend or terminate any Services, in whole or in part, without prior notice, if: (i) required by Applicable Laws or a Regulatory Authority or if continued compliance with Applicable Laws is determined by us to make the continued provision of Services non-viable; (ii) there is, or has been, or we have reasonable grounds to anticipate, a security breach or breach of Applicable Laws in connection with any Services; (iii) there is, has been, or we have reasonable grounds to anticipate, a breach of this Agreement or any other agreement between you and us which is, in our discretion, incapable of being cured to our satisfaction or, if curable, is not cured to our satisfaction within 30 days of notice of such breach having been provided by us to you; (iv) an event of Force Majeure continues for a period of 30 consecutive days; (v) any proceedings are commenced, an order is made by a court of competent jurisdiction or resolution of the directors or shareholders of the Customer is passed for the dissolution, winding up or liquidation of the Customer; (vi) we determine, in our discretion, there has been a material adverse change in the financial condition, including an act of insolvency, of you or of any other Person that could affect the Services; or (vii)

we determine, in our discretion, that the continuation of the Agreement will impose a reputational, regulatory, operational or financial risk to us.

The suspension or termination of any Service, in whole or in part, under this Agreement will not terminate, negate or lessen any of your responsibilities or obligations under this Agreement and will not impair any of our rights under this Agreement.

DCBank may terminate this Agreement on 30 days written notice. The Customer may terminate this Agreement within 14 business days after the day on which the Account is opened and DCBank will cancel the Account without charge and will refund any charge related to the operation of the account when it was open. After the 14-day period, the Customer may close the Account at any time but will not be reimbursed for any charges related to the operation of the Account. Termination of this Agreement shall not terminate any other agreement between you and us, unless expressly provided for in such other agreement.

Section 3.7 No Interest

We will not pay interest and no interest will accrue on any amounts held in your Accounts or any amounts debited, credited, transferred, processed, held, frozen or otherwise handled by us in connection with any Services.

Section 3.8 Set Off Rights

Whenever you have an obligation that is due and payable to us or we have the right to declare an obligation of yours to be immediately due and payable (whether or not we have so declared), we may, in our sole discretion, set off against the obligation any and all amounts then owed to you by us or any of our affiliates in any capacity, whether or not due, and we will be deemed to have exercised such right to set off immediately at the time of making our decision to do so even though any charge therefor is made or entered on our records subsequent thereto. Further, we may take an assignment of any obligations owing by you to another Person (including our affiliates) and set off against the assigned obligation any amounts then owed to you by us.

Section 3.9 Indemnity

You agree to indemnify and save us, our Representatives, our affiliates and service providers and each of their Representatives harmless from all Losses whether directly or indirectly incurred, sustained or suffered in connection with this Agreement, banking services provided by us or any other dealings between you and us, in each case including, without limitation, legal costs and expenses (on a full indemnity basis) incurred by us in connection with any of the foregoing.

This indemnity is in addition to and not in substitution for any other indemnity that you have provided to us and survives termination or closure of your Account.

Section 3.10 Limitation of Liability

We are not responsible for confirming the accuracy of any information provided by you and we are not responsible for any discrepancies between serial numbers, amounts, payee names and other information provided.

We are not and will not be responsible for or liable to you or any third party for any Losses arising in relation to this Agreement, any Services or otherwise, other than any Losses caused by our gross negligence or willful misconduct.

In no event will we be liable for direct or indirect, special or consequential damages including, but not limited to, loss of profit or other economic loss in connection with, or arising out of, our providing, or ceasing to provide, Services.

In no event will we be liable for any Losses resulting from any of the following:

- ▶ Mistakes or errors in, omissions from, inaccuracy or inadequacy of, or delays with, any document or instructions provided to us or our Representatives;
- ▶ you, or your Representatives, (i) failing to comply with this Agreement or any other agreement between you and us; (ii) engaging, either alone or with others, in any fraudulent, unlawful, dishonest or other improper acts or omissions; (iii) carrying out a Transaction, including if the Transaction is the result of any mistake or errors in, omissions from, inaccuracy, or other inadequacy of, or delays with any document or instructions provided to us or our Representatives; (iv) disclosing or sharing, or agreeing to the disclosure or sharing of, any Secret Code or other confidential information used to access or use your Account (other than with an Authorized Signatory); (v) making, consenting, authorizing or contributing to, or otherwise being responsible for or benefiting from a transaction; (vi) failing to take measures to protect against and prevent such Losses; (vii) leaving our website and linking to and from any other person's website; or (viii) failing to adequately cooperate with us in a related investigation, in each case as determined by us acting reasonably;
- ▶ any missing, incomplete or fraudulent endorsement of any Instrument;
- ▶ DCBank relying on or acting on any document or instruction, including any document or instruction access, sent, received, accepted or processed through a telecommunication or electronic transmission method in accordance with this Agreement;
- ▶ anything beyond our control, including Losses resulting from: (i) Force Majeure; (ii) any delay, error, interruption or failure by us to perform or fulfill our obligations due to any cause beyond our control including any systems

malfunction, technical failures or if any document, material or information retrieved or received by us is not timely, complete or accurate; (iii) any communication facilities, including telecommunication or electronic transmission methods, that are not under our control, including communication facilities that may affect the timeliness, completeness or accuracy of any document, material or information or that may cause a delay in the retrieval or presentment of any such document, material or information; or

- ▶ the transmission of any Disabling Code or other destructive or contaminating properties through a telecommunications or electronic transmission methods or any related damage to any computer systems.

Section 3.11 Disclaimer of Warranties

The laws of certain jurisdictions do not allow certain disclaimers, including disclaimers of implied terms in consumer contracts. If these laws apply to you, some or all of the disclaimers in this Agreement (including the following disclaimers) may not apply and you may have additional rights.

We make no representations or warranties about the suitability, reliability, availability, timeliness, or accuracy of the Services provided pursuant to this Agreement for any purpose. The Services are provided "as is" without warranty of any kind. Except as expressly set forth herein, we hereby disclaim all warranties and representations with regard to the Services, including all implied warranties and representations of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the generality of the foregoing, you acknowledge and agree that we:

- ▶ do not represent or warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the services, or the servers that make the Services available, are free of viruses or other harmful components;
- ▶ do not represent or warrant that the use or the results of the use of the Services will be correct, accurate, timely, or otherwise reliable;
- ▶ shall not be responsible for unauthorized access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Services; and,
- ▶ shall not be liable for any act or omission of any third party including, without limitation, any of our suppliers or any other users of the Service, or for any circumstance beyond our reasonable control.

Section 3.12 Use of Agents

You acknowledge and agree that we may use the services of any bank or agent, in our sole discretion, in connection with the provision of banking services to you. If we do so, then such bank or agent is deemed to be your agent. Under no circumstances will we be responsible or liable to you by reason of any act or omission of such bank or agent, however caused, in the performance of such service or by reason of the loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in the possession of such bank or agent.

Section 3.13 Personal Information

(a) Privacy Code

We will treat all personal information in accordance with Applicable Laws. We have developed a privacy code ("**Privacy Code**") that explains the types of personal information we collect, how such information is used or shared, and the steps we take to ensure that such information is handled appropriately. You acknowledge and agree that you consent to the collection, use and disclosure of any personal information that you provide to us in accordance with our Privacy Code.

Our Privacy Code may be revised, from time to time. If we intend to use or disclose personal information for purposes materially different than those described in the Privacy Code, we will make reasonable efforts to notify affected individuals, if necessary, including by revising the Privacy Code. If you are concerned about how your personal information is used, you should contact us as described below or you can view the current version of our Privacy Code at our website at www.dcbank.ca/legal/privacy-policy. We encourage you to review our Privacy Code frequently to be sure you are familiar with the current version. Your continued provision of personal information or use of our services following any changes to our Privacy Code constitutes your acceptance of any such changes.

(b) Obtaining Consent

You acknowledge and agree that, by applying for a new Bank product or Service or providing us with personal information, you consent to our collection, use and disclosure of such personal information as described in our Privacy Code.

Subject to legal or contractual restrictions and reasonable notice, you may withdraw your consent to our collection, use and disclosures of personal information at any time. Note that if you withdraw your consent to certain use of your personal information, we may no longer be able to provide certain of our products and services. For example, you may choose not to consent to our use of your Social Insurance Number; however, in doing so, we may not be able to extend certain services to you.

If we have provided or are providing services to you, your consent will be valid for so long as necessary to fulfil the purposes

described in our Privacy Code or otherwise described to you at the time of collection, and you may not be permitted to withdraw consent to certain necessary uses and disclosures (for example, but not limited to, disclosures to Regulatory Authorities).

(c) Access

Upon request, we will inform you of the personal information of yours that we have, what it is being used for and to whom it has been disclosed. If you so request, we will also give you access to such personal information. There may be a charge for us to provide this information to you; in which case, we will provide you with an estimate of such cost in advance.

In certain circumstances we may not be able to give you access to all of your personal information. For example, if it is prohibitively costly for us to provide the information, when access would reveal confidential or personal information about another Person (i.e. joint account), when access would reveal confidential commercial information, when access would threaten the life or security of another individual, when access would reveal information generated in the course of a formal dispute resolution process, or when access would reveal information gathered for purposes related to investigating a breach of an agreement or a contravention of Applicable Laws. If we are unable to provide you access to any of your personal information, we will advise of the reasons for this if so requested.

To request to review or verify your personal information, you may contact us at:

Digital Commerce Bank
Attention: Chief Privacy Officer
736 Meridian Road NE
Calgary, Alberta T2A 2N7
1-844-836-6040

(d) Complaints and Questions

If you have any questions about our Privacy Code, you may contact DCBank's Chief Privacy Officer at:

Digital Commerce Bank
Attn: Chief Privacy Officer
736 Meridian Road NE
Calgary, Alberta T2A 2N7
1-844-836-6040
privacy@dcbank.ca

If you are not satisfied with how your question or complaint has been handled, you may follow DCBank's dispute resolution process set out in ARTICLE V of this Agreement.

Finally, if we are unable to adequately address your complaint, concern or question, you may also contact the Office of the Privacy Commissioner of Canada at:

The Office of the Privacy Commissioner of Canada

112 Kent Street, 3rd Floor
Ottawa, Ontario K1A 1H3
Call: 1-800-282-1376
Visit: priv.gc.ca

Section 3.14 Miscellaneous

- (a) You represent and warrant that the entering into of this Agreement and your performance of your obligations under this Agreement do not and will not conflict with, result in the breach of, or constitute an event which would, or with the lapse of time or action by a third party or both could, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which you are a party or by which you or your assets are bound.
- (b) Except as otherwise provided in this Agreement, you authorize us to give to, receive from, share and exchange with others, including credit bureaus and persons with whom you have or may have financial dealings, credit and other information about you.
- (c) This Agreement is binding upon you and your respective liquidators, executors, permitted assigns and legal representatives. You will not assign any of your rights or obligations pursuant to this Agreement without our prior written consent. We may assign our rights or obligations pursuant to this Agreement without your prior consent.
- (d) This Agreement does not create any fiduciary obligations or relationship between you and us.
- (e) If any term, condition or part of this Agreement is deemed invalid or unenforceable (to any extent), the remainder of the Agreement will not be affected, and such invalid or unenforceable term or condition will be severed from and no longer constitute part of this Agreement.
- (f) Words importing singular number also include the plural where appropriate and vice versa. Any reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation". All references to funds in this Agreement refers to Canadian dollars, unless otherwise indicated.
- (g) The division of this Agreement into Articles, Sections, subsections, and other subdivisions, and the insertion of headings, are for convenience of reference only and do not affect construction or interpretation.
- (h) Our relationship with you may also be governed by other agreements in force between us from time to time. Nothing in this Agreement will be deemed to supersede, amend, repeal or otherwise modify any rights or obligations under

any such other agreements, except as specified herein. If there is an inconsistency between any of such other agreements and this Agreement, the other agreement will prevail to the extent of such inconsistency for the applicable Service. Any prior agreement between you and us governing a Service is deemed to be incorporated in this Agreement. This Agreement will prevail to the extent of any inconsistency with a prior agreement, unless DCBank determines, in its sole discretion, the prior agreement should prevail in whole or in part.

- (i) You agree that we may, at any time and without notice to you, establish or change dollar and/or other limits on the use of any of the Services.
- (j) This Agreement is only for the benefit of DCBank and the Customer and is not intended to and does not confer any legal rights, benefits, or remedies on any other Person except to the extent otherwise provided in this Agreement. There are no third-party beneficiaries to this Agreement.
- (k) Time is of the essence of this agreement.
- (l) You agree to, from time to time, execute and deliver all such further documents and instruments and do all acts and things as we may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- (m) We may change or terminate this Agreement at any time. You agree to such changes when notice is given in any manner which we may determine, from time to time, subject to compliance with Applicable Laws. In addition, use of any Service by you following any change to this Agreement will constitute acceptance by you to such changed terms as they pertain to such Service.
- (n) You agree that in accordance with our internal document retention policies as amended or replaced, from time to time, we may retain an electronic (imaged) copy of any and all documents in respect of your Account(s), including account opening documents and signature pages, instead of any original paper copies. Our records containing any such electronic (imaged) copies will be considered to be conclusive evidence of the original documents and their contents for all purposes.
- (o) It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que le présente convention et tous

les documents s'y rattachant soient rédigés et signés en anglais.

- (p) This Agreement may be entered into in part via written or electronic communication methods and all parts together shall constitute one and the same document.

ARTICLE IV GLOSSARY OF TERMS

The capitalized terms in this Agreement will have the following meanings:

Account means any personal deposit account you have with us at this time and at any time in the future.

Agreement means this personal deposit account agreement, as amended or replaced, from time to time.

AML Laws means all laws relating to terrorism, money laundering or bribery, government sanctions and know your client requirements, including, without limitation, the PCMLTFA, the *Criminal Code (Canada)*, the *United Nations Act*, the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada)* and the *United Nations Al-Qaida and Taliban Regulations (Canada)* promulgated under the *United Nations Act*, and other applicable anti-money laundering, anti-terrorist financing, government sanction and know your client laws, including any rules, regulations, directives, guidelines or orders promulgated, issued or enforced thereunder, whether within Canada or elsewhere, and industry guidelines (including "best practices" type guidelines) and DCBank policies and procedures, all as amended, supplemented or replaced from time to time.

Applicable Laws means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, which applies to or is otherwise intended to govern or regulate you or DCBank, and includes, without limitation, the written and published rules, regulations, guidelines (including "best practices" type guidelines), codes of conduct, procedures, policies, bulletins, standards, licensing agreements and operating requirements issued by a card or payment network, AML Laws, Payment Association Rules and industry guidelines (including "best practices" type guidelines) and DCBank policies and procedures, in each case as applicable to you or to DCBank, all as amended, supplemented or replaced from time to time.

Authorized Signatory means your authorized signing officer or officers as identified by you on our prescribed form on file with us.

Bill Issuer means those entities or individuals whose bills (including, tax payments/remittances) you indicate you would like to pay through the bill payment feature of any of the Services that

we have registered to be an entity or individual which participates in the bill payment service.

Bill Issuer Account Information means the information for each Bill Issuer to whom you wish to make an electronic payment through our systems including, without limitation, the Bill Issuer's name and the billing account number.

CPA means the Canadian Payments Association.

DCBank, we, our and us mean Digital Commerce Bank.

Disabling Code means any clock, timer, counter, virus, worm, software lock, drop dead device, trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any telecommunication or electronic transmission method, including any related hardware or software.

Force Majeure means any event, act, or omission beyond the reasonable control of a party exercising reasonable foresight and diligence, including a labour dispute, act of God, flood, fire, lightning, severe weather, shortage of materials, interruption in, or shortage of, the supply of electric power or other utilities, earthquake, act of terrorism, war, revolution, civil commotion, act of public enemies, blockade, embargo, pandemic disease, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any Regulatory Authority or Applicable Laws.

FINTRAC means the Financial Transactions and Reports Analysis Centre of Canada.

Instrument means any bill of exchange, promissory note, cheque, draft, payment instruction, banker's acceptance, order for payment of money (including any wire transfer or electronic payment or transfer), security, coupon, note, clearing item or other item, whether a negotiable or non-negotiable instrument, or contract for letter of credit or foreign exchange.

Losses means any and all losses, claims, damages, costs, fees and charges, expenses and other liabilities, including reasonable legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and sanctions.

Online Banking means online and mobile banking services offered by us and includes: (i) instructions given through the use of a computer connected via private communications networks or public networks such as the Internet, or via wireless communications networks or similar networks or devices when available, and (ii) instructions given through the use of a mobile device.

Payment Association Rules means the Canadian Payments Act (Canada) and the by laws, rules, regulations, board directions, policy instruments, guidelines (including "best practices" type guidelines), and requirements of the CPA.

PCMLTFA means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the regulations promulgated thereunder.

Person means an individual or natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Regulatory Authority, and pronouns have a similar extended meaning.

Pre-authorized Debit Agreement means the pre-authorized debit agreement provided to you along with the Corporate Bank Account Application.

Prime Rate means an annual rate of interest equal to the annual rate of interest announced from time to time by Bank of Montreal as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated as the prime rate of such bank.

Reference Number means the number that is provided by us to you at the time you make a bill payment by way of Online Banking.

Regulatory Authority means any person or entity having regulatory or supervisory authority over us, you, the Account or any other Services, including any administrative, judicial, governmental, regulatory, or self-regulatory, taxation, financial, monetary, or investigative authority, agency, or body, including the Canadian Payments Association and Society for Worldwide Interbank Financial Telecommunication SCRL (SWIFT).

Representatives means directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors, or other Persons acting on a party's behalf.

Secret Code means a personal identification number (PIN), password or other identification code, which is required to access Online Banking and certain other services as we may determine.

Service means each of DCBank's business products or services provided to or used by you, including any account or payments products or services, Online Banking, or any other access channel we may make available, as the context requires, and Services refers to all of them.

Transaction means any debit or credit to the Account, including but not limited to any deposit to, or withdrawal, transfer or payment of funds by any method from the Account and any other transaction permitted by us with the Account. Transactions also include foreign currency, wire transfers, and such other information, transactions or services that we may make available.

ARTICLE V DISPUTE RESOLUTION**Section 5.1 Dispute Resolution Process**

If you have a complaint, we encourage you to let us know and give us the opportunity to resolve your concerns. We will address your concerns quickly, efficiently and professionally, as retaining your confidence and trust is of utmost importance.

(a) Talk to us

Talk to a representative at the office where your complaint originated, or where you normally conduct your business. You may also reach a DCBank representative at:

1-844-836-6040
customer-support@dcbank.ca

If your complaint is regarding the privacy of your personal information, you may contact the Chief Privacy Officer at:

Digital Commerce Bank
Attn: Chief Privacy Officer
736 Meridian Road NE
Calgary, Alberta T2A 2N7
T: 1-844-836-6040
E: privacy@dcbank.ca

If you are still not satisfied after contacting the Chief Privacy Officer, you can contact:

**The Office of the Privacy Commissioner of
Canada**
112 Kent Street, 3rd Floor
Ottawa, Ontario K1A 1H3
Call: 1-800-282-1376
Visit: priv.gc.ca

(b) Escalate to the Client Care Centre Manager

If your problem is not resolved to your satisfaction with your first contact, we encourage you to escalate your complaint by telephone, mail, fax or email to the Client Care Centre Manager:

Digital Commerce Bank
736 Meridian Road NE
Calgary, Alberta, T2A 2N7
Attention: Client Care Centre Manager
T: 1-844-836-6040
E: complaints@dcbank.ca

(c) Contact the Complaints Appeal Officer

You may appeal your complaint by contacting the Complaints Appeal Officer in writing if you are unsatisfied with the resolution provided by the Client Care Centre Manager. Please explain why

the problem has not been adequately resolved to your satisfaction.

You may contact the Complaints Appeal Officer at:

Digital Commerce Bank
736 Meridian Road NE
Calgary, Alberta, T2A 2N7
Attention: Complaints Appeal Officer
T: 1-844-836-6040
E: appeals@dcbank.ca

Section 5.2 Additional Resources**(a) OBSI**

Ombudsman for Banking Services and Investments (OBSI) is DCBank's external complaints body. OBSI is independent from DCBank and can provide you with information and further review of your complaint if you are still unsatisfied or if your complaint has not been resolved or closed within 56 days from the day the complaint was made.

**Ombudsman for Banking Services and
Investments**
20 Queen Street West, Suite 2400
P.O. Box 8
Toronto, ON M5H 3R3
Toll-free: 1-888-451-4519
Fax: 1-888-422-2865
TTY Telephone: 1-844-358-3442
Website: <https://www.obsi.ca/>
Email: ombudsman@obsi.ca

(b) Financial Consumer Agency of Canada ("FCAC")

FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary commitments and codes of conduct. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees, interest rates and branch closures.

If you have a complaint concerning a consumer protection law or a voluntary commitment or code of conduct, you may contact the FCAC at:

Financial Consumer Agency of Canada
427 Laurier Avenue West
Ottawa, Ontario K1R 1B9
Call (English) 1-866-461-FCAC (3222)
Call (Français) 1-866-461-ACFC (2232)
Fax: 1-866-814-2224
Website : www.fcac-acfc.gc.ca

CARDHOLDER AGREEMENT FOR A PREPAID MASTERCARD® BANK CARD

LIMITS TABLE	
POS Transaction Daily Limit	Up to a maximum of \$2,500.00 per day is allowed for purchases of goods and services.
ATM Transaction Daily Limit	Up to a maximum of \$1,500.00 per day is allowed for cash withdrawals from ATMs. Only MasterCard and Cirrus branded ATMs are eligible for ATM withdrawals.
Maximum Transaction Daily Limit (POS & ATM)	Notwithstanding the stated POS Transaction Daily Limit and ATM Transaction Daily Limit, the maximum daily limit for all transactions is \$2,500.00 per day .

Section 1. Definitions

The terms below have the following meanings when used in this Agreement:

Agreement: this cardholder agreement for a prepaid bank card between DCBank and the Cardholder, the Privacy Code, and any amendments, replacements or updates we may provide from time to time.

ATM: an automated teller machine.

ATM Transaction: a Transaction to access Funds Available to obtain cash with your Card at an eligible ATM.

Card: a prepaid bank card issued by DCBank, or any replacement card, which allows you to access funds in the Deposit Account and which may also provide you with access to certain products and services including, among other things, Third Party Services. The term "Card" also includes the temporary instant issue card that may be provided to you until you receive a permanent Card or any virtual representation of a Card ("**Virtual Card**") that may be issued to you.

Cardholder, you, your and yours: the individual who applies for and is issued a Card or other person who uses the Card.

Customer Service Representative: a DCBank customer service representative, available to you through the Customer Service number listed on the first page of the Agreement.

DCBank: Digital Commerce Bank.

Deposit Account: the personal deposit account held by the Cardholder with DCBank which is subject to the terms of the Cardholder's personal account agreement with DCBank and which is associated with Card(s).

Funds Available: the balance of the Deposit Account at the relevant time, less any holds placed on funds in the Deposit Account.

PIN: Personal Identification Number.

POS Transaction: a Transaction where you access any Funds Available to purchase goods and services with your Card wherever the Card is accepted by a merchant or business.

Privacy Code: the DCBank privacy code, which may be updated from time to time, and is available at www.dcbank.ca.

Third Party Services: certain services (which may include third party ATM services) which may be offered by a third party other than DCBank, pursuant to your agreement(s) with any such third party, and which the third party may associate with the Card or to which the third party may provide access through the Card.

Transaction: any transaction that is associated with a Card including, but not limited to, any POS Transaction or ATM Transaction.

We, us, our, and DCBank: DCBank or its agents.

Website: the DCBank website at www.dcbank.ca, which you may access for details on the transactions you have made on your Card or to obtain a copy of the Agreement.

Section 2. Acceptance and agreement to terms and conditions

2.1. This Agreement is between you and DCBank and governs the use of the Card. You should keep a copy of this Agreement. This Agreement shall come into effect on the date that is the earlier of (i) the date that we issue you a Card, (ii) the date that the Card is activated or (iii) the date of the Card's first use.

2.2. You will receive a Card issued by DCBank. If you receive a physical Card, you must immediately, and before using the Card, sign the back of the Card. By signing this Agreement, or by activating or otherwise using the Card, you, as the Cardholder, acknowledge having (i) received and read the entire Agreement, (ii) accepted its terms and conditions, and (iii) agreed to the fees that are detailed herein.

2.3. You may receive a temporary "instant issue" Card issued by DCBank. Subsequently you may receive (to the address you provided) a permanent Card with your name on it. Once you receive and activate the Card, your temporary Card will no longer be active. You may also have more than one permanent Card from time to time.

TO AVOID PROBLEMS WHEN USING YOUR CARD, WE RECOMMEND THAT YOU DO NOT USE YOUR CARD IN THE SITUATIONS DESCRIBED IN SECTION 4.2 AND 4.3 OF THIS AGREEMENT.

The Card may allow you to access certain products and services provided by third parties other than DCBank, including, among other things, Third Party Services. **DCBANK DOES NOT PROVIDE ANY THIRD PARTY SERVICES INCLUDING, WITHOUT LIMITATION, ANY LENDING, AND DCBANK DOES NOT CHARGE FOR ANY LOANS PROVIDED BY ANY THIRD PARTY.** The terms and conditions applicable to the Third Party Services that are accessible through the Card are contained in the agreement(s) between you and the third party provider of such Third Party Services and DCBank is under no circumstances a party to any such agreement(s). This Agreement only relates to the Card, the fees payable or deductible as a result of the use of the Card, and any other matters expressly described in this Agreement.

Section 3. Ownership of the Card

3.1. The Card belongs to us and you cannot transfer it to anyone else without our consent. The Card is for your use alone and you must comply with the terms and conditions of this Agreement. You must return the Card immediately when we request it.

3.2. You are responsible for all Transactions initiated by use of the Card and for all losses as set out in Section 6. If you permit someone else to use the Card, you agree that we may refuse to authorize any Transactions initiated by such person with the Card. However, if we authorize Transactions by another person, we may treat such person as authorized by you to use the Card and you authorize us to debit the amount of such Transactions from the Funds Available.

Section 4. Using The Card

4.1. **The Card is a prepaid bank card** that allows access to Funds Available in your Deposit Account, which means there must be funds in your Deposit Account prior to use of the Card. When you initiate a Transaction with your Card that DCBank approves, the required amount of funds will be drawn in real time from the Funds Available in your Deposit Account, loaded onto your Card, and used immediately for such Transaction. **Your card is not a credit card. We will only honour Transactions up to the amount of the Funds Available.** You must always make sure you have sufficient Funds Available to cover the Transaction.

4.2. Except as provided in Section 5.3 below, the Transaction will likely be declined if the Funds Available on your Card are not

sufficient to complete the Transaction, including any associated fees and taxes. You can ask the merchant if they will accept a split tender Transaction. This will enable you to use the amount up to the amount of Funds Available and cover the difference with another form of payment. Merchants are not obliged to accept split tender Transactions.

4.3. Certain merchants may place a hold on the funds loaded to the Card by way of a pre-authorized charge. This may happen when you rent a car, reserve a hotel room or pay for gas at the pump. **You are able to use your Card in these situations, however, the amount of Funds Available will be reduced by the amount of the hold and, as a result, will not be available to you until the merchant releases the hold.** For this reason, we recommend that you do not use your Card in these situations. You can still use your Card to pay for these items at the time payment is due, so long as pre-authorized charge is not required to do so. For example, you can use your Card when you return the rental car, when you check out of your hotel room, or when purchasing gas.

4.4. The Card allows you to access Funds Available in your Deposit Account but neither the Card nor this Agreement establishes a separate individual deposit account. Neither the Funds Available nor any funds loaded to your Card at the time of a Transaction earn interest. at the Funds Available in the Deposit Account are insured deposits under the *Canada Deposit Insurance Corporation Act*.

4.5. The Card includes a PIN and can be used to access any Funds Available to obtain cash at ATMs displaying one of the card network logos or other acceptance marks that are on the Card. When you use the Card, the amount of the purchase plus any applicable fees and taxes for the POS Transaction or ATM Transaction will be deducted from the Funds Available. If your Card is a Virtual Card, you will not receive a PIN,

4.6. We may, in our sole discretion and at any time, restrict your ability to conduct an ATM Transaction or otherwise modify your use permissions in an ATM Transaction, which may include limiting the amount of funds that you can withdraw in such ATM Transaction.

4.7. The Card will be valid and usable until the Funds Available are depleted or until the expiry date associated with the Card. Notwithstanding the expiry date associated with the Card, your right to use the Funds Available will not expire. When the Card expires, you can obtain another Card by calling a Customer Support Representative.

4.8. You agree to comply with all laws and not to use the Card for any illegal Transactions, including the purchase of goods or services forbidden or not available to minors.

Section 5. Funds Available on the Card

5.1. You may only use a Card up to the amounts described in the Limits Table above. You acknowledge and agree that DCBank may from time to time and at any time, in its sole and absolute

discretion, amend the maximum amounts and limits provided in the Limits Table for any given period, with or without notice to you.

5.2. The time before funds become available may vary.

5.3. Your Card can only be used if the Funds Available are sufficient to cover your Transaction, including any associated fees and taxes. Otherwise, the Transaction will in most cases be declined. However, if a Transaction is authorized for any amount over the amount of Funds Available, due to an offline Transaction or for any other reason, you acknowledge and agree that you will be required to immediately repay us the amount that exceeds the Funds Available, regardless of how it was incurred. If you do exceed the Funds Available and don't repay us the amount due plus any applicable fees within **30 days**, you agree that we can share information about you and your use of the Card with consumer reporting agencies.

5.4. The Funds Available will decrease each time you use your Card for a Transaction, or any time one of the fees identified in Section 7 are deducted.

5.5. If you do not have sufficient Funds Available for a Transaction and you attempt such Transaction three times, we will disable the Card to prevent any further Transactions until you have a positive balance of Funds Available.

5.6. You may obtain information about the Funds Available by calling a Customer Service Representative at the number listed on the first page of this Agreement. For details on the Transactions you made on your Card you can access the Website. To access information of Funds Available you will need your user ID and password or other online authentication as allowed by DCBank from time to time.

5.7. It is your responsibility to obtain a Transaction record of each POS Transaction or ATM Transaction for which you use the Card and ensure that it is accurate. DCBank is not responsible for providing you with any Transaction record or periodic statement in respect of the Card. If you identify an error in any Transaction record, you must address such error with the applicable merchant or ATM operator. Furthermore, you must notify a Customer Service Representative by contacting the number listed on the first page of this Agreement within 45 days after the Transaction record is issued on which the problem or error appeared, failing which DCBank will not have any responsibility to assist you to rectify the situation.

5.8. If you mistakenly receive cash or credit that belongs to DCBank, a merchant or other party, you agree to reimburse DCBank for any such error or allow DCBank to correct such error by adjusting the amount of the Funds Available.

5.9. If a merchant issues a refund to your Card, the funds will be returned to your Deposit Account. You understand that: credits for refund Transaction may not appear in your Deposit Account on or effective the same day as the return or adjustment.

Section 6. Your responsibility for lost, stolen or misused cards

6.1. You must take reasonable care to safeguard the Card and your PIN or login credentials against loss, theft or misuse. You must not allow any person other than a Cardholder to use the Card. If you authorize or permit someone else to use the Card and/or PIN, you will be liable for all resulting Transactions and any fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the Card. You will be liable for all charges incurred in connection with the unauthorized use of the Card.

6.2. For Virtual Cards, if someone gets access to your Virtual Card information or your Cardholder login credentials or you share your Virtual Card information or login credentials with anyone, someone might be able to use the Virtual Card to access Funds Available. You are solely responsible for the care and control of the Virtual Card and for maintaining the confidentiality of your Virtual Card information and login credentials. For physical cards, if you lose a Card, someone might be able to use the Card to access Funds Available. A Card may be used without a PIN to make purchases. You are solely responsible for the care and control of the Card and for maintaining the confidentiality of your PIN. You can safeguard your PIN by:

- a. Not voluntarily disclosing it to anyone, including friends or family members;
- b. Keeping your PIN separate from the Card; and
- c. Not choosing a PIN selected from easily accessible information such as your name, date of birth, telephone numbers, address or social insurance number.

6.3. You must notify a Customer Service Representative by telephone **within twenty-four (24) hours** if you learn of the loss, theft or misuse of the Card, or if you know or suspect that someone else knows your PIN or your Virtual Card information or login credentials.

6.4. If someone uses the Card without your authorization, you will not be held responsible if:

- a. You did not contribute to the unauthorized use
- b. You used reasonable care to safeguard the Card, your PIN or login credentials, and
- c. You notified Customer Service Representative by telephone **within twenty-four (24) hours** after you learned of the loss, theft or misuse of the Card, or after you suspected that someone else knows your PIN, your Virtual Card information or login credentials.

If you do not meet the above conditions, you will be responsible for all the charges incurred in connection with the unauthorized use.

6.5. You agree to cooperate and help with any investigation that we conduct regarding the unauthorized use you reported before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

6.6. If you report to us an erroneous Card Transaction and our investigation reveals that it was not the fault of the merchant or ATM operator, we apply the Charge Back Fee described in the Card Fees Information Box above to the amount of Funds Available.

6.7. The toll-free number to call to notify a Customer Service Representative is listed on the first page of the Agreement. If you give a Customer Service Representative your name on the Card and the Card number, DCBank will refund any remaining Funds Available after we process all Transactions that were completed before we had an opportunity to act on your information. You will be required to answer an identifying question drawn from your personal information. A replacement Card with any remaining Funds Available will be issued within **21 days** after you report the Card lost, stolen or compromised to ensure that all Transactions have been processed properly.

Section 7. Fees we charge

7.1. You agree to pay the fees which apply to your Card. The Card fees are set out in the Fee Disclosure that was provided to you at the time of your application for the Card and will also be posted on the Website. You are aware that when using the Card, ATM operators and merchants may charge separate additional fees for their services.

7.2. Any fees payable to, or deductible by, DCBank in connection with access to a Card and as listed in the Fee Disclosure may be charged against the amount of Funds Available.

Other fees may be associated with Third Party Services. DCBank is under no obligation to disclose such fees in the Agreement or otherwise. **YOU ARE NOT OBLIGATED TO OBTAIN ANY SUCH THIRD PARTY SERVICES IN ORDER TO OBTAIN A CARD UNDER THIS AGREEMENT NOR ARE YOU OBLIGATED BY DCBANK TO OBTAIN THE CARD FOR SUCH THIRD PARTY SERVICES.** You agree that DCBank is not responsible for any matters pertaining to any Third Party Services. This Agreement only relates to the Card, the fees payable or deductible as a result of the use of the Card, and any other matters expressly described in this Agreement.

Section 8. Changes to this agreement

8.1. A current copy of the Agreement can be obtained on the Website at any time. We may propose to change any of the terms of this Agreement, either permanently or temporarily (including any fee(s) or amounts to be paid by you or Card features) or replace this Agreement with another agreement, at any time. If we make a change to the Agreement, we will let you know by sending a notice to the most recent address or email address we have for

you at least **30 days in advance and by posting a notice on the Website at least 60 days in advance of the change.**

8.2. We may make any other change to the Agreement in order to comply with any governmental, provincial, or federal laws or regulations governing the Card or for any other reasons we may see fit by posting a notice on the Website.

8.3. Any changes will become effective on the date shown on the notice.

8.4. You may refuse the amendment by terminating the Agreement in the manner provided in Section 10.4 without cost, penalty or cancellation fees by notifying us within **thirty (30) days** of the effective date of the change.

8.5. Using your Card after the effective date of the change means that you agree to the changes, including any new or increased fees, schedules of service, or other terms. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card, return the Card to us and notify us that you are terminating this Agreement. You may update your contact information by calling the Customer Service Representative **toll-free at the number listed on the first page of this Agreement.**

Section 9. Foreign currency transactions

9.1. The Card is in Canadian currency. Unless otherwise specified, all references to dollar amounts in the Agreement (without further description) mean Canadian dollars.

9.2. We convert Transactions made in a foreign currency to Canadian dollars. If you make a purchase with the Card in a currency other than Canadian currency, you authorize us to convert the amount of such Transaction to Canadian currency based on the rate charged by the card network (MasterCard) on the day we process the Transaction, plus a Foreign Currency Administration Fee identified in the Card Fee Information Box above.

9.3. We will also convert credits (e.g. refunds or returns) in a foreign currency to Canadian currency based on the rate charged by the network (MasterCard, Cirrus or Plus) on the day we process the credit, and charge a Foreign Currency Administration Fee as identified in the Card Fee Information Box above.

9.4. Our refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded. The difference between our purchase exchange rate and our refund exchange rate means that the amount credited to the Card for a refund of a foreign currency Transaction will in most cases be less than the original amount charged to the Card for the Transaction.

Section 10. Cancellation

10.1. In provinces and territories other than Quebec, we may at any time, without notice, do any of the following:

- a. cancel any Card connected to your Deposit Account;

- b. cancel your rights and privileges related to the Card; or
- c. require you to immediately return all the Cards to us.

10.2. In Quebec, even if you are not in default under this Agreement, we may terminate the Agreement at any time, upon **60 days** written notice to you.

10.3. If we cancel the Card, withdraw your rights and privileges:

- a. We may seize the Card;
- b. You may not use the Card;
- c. You must destroy the Card;
- d. You must immediately repay any amount that exceeds the Funds Available and any applicable fees; and
- e. You may pay the legal fees and expenses we incur to recover the amounts you owe us.

10.4. You may at any time terminate this Agreement and any Card by returning such Card(s) to DCBank or other authorized agent. Despite any termination of this Agreement, you must fulfill all of your obligations under this Agreement, and you remain responsible for any use of the Card even after the Card is terminated or expires.

Section 11. If you have a problem with a Card

11.1. You agree that we will not be liable to you for any loss, damages or expenses whatsoever due to:

- a. any of your instructions not being sufficiently clear;
- b. any failure by you to provide correct information;
- c. any failure due to events outside our reasonable control, including the failure, error, malfunction or technical problems related to systems or equipment;
- d. any system failure or industrial dispute;
- e. any ATM refusing to, or being unable to, accept the Card;
- f. any problem you have with a merchant, including a merchant's refusal to accept our Card or to provide a good or a product;
- g. any problem, failure, or any other matter relating to any Third Party Services;
- h. the lack of suitability or quality of any goods or services purchased from retailers through the use of the Card;
- i. an ATM's failure to dispense cash;
- j. our taking of any action required by any government under federal or provincial law or court order;
- k. anything specifically excluded or limited elsewhere in this Agreement; or

- l. any breach or violation of this Agreement by you.

11.2. Except in Quebec, we will not be liable for any claims whatsoever, including claims for personal injury, death, damage to property or economic loss, howsoever caused, arising from the use of the Card, negligence on our part, breach of contract or any other tort or cause of action at common law, in equity or by statute.

11.3. You agree that our aggregate liability to you in respect of all causes of action arising under this Agreement or in connection with a Card shall be limited to the Card fees incurred in the previous twelve (12) month period.

11.4. Except for any Cardholder residing and domiciled in the province of Quebec, with respect to any action or claim related, directly or indirectly, to a complaint or inquiry, you agree that joinder or consolidation of any action with the action or actions of any other persons is not permitted and you will not request and will oppose any such joinder or consolidation. Furthermore, you agree not to commence or participate in any class action either as a representative plaintiff or as a member of a plaintiff if the class action involves directly or indirectly any complaint or inquiry arising out of or related to this Agreement.

11.5. Information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. Accordingly, we are not responsible for any loss or damages that you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to access your information pertaining to the Funds Available.

Section 12. Other Terms

12.1. Entire Agreement

This sets out the entire agreement between the parties with respect to the services provided by DCBank for the use of the Card. This Agreement replaces all prior agreements and understandings between the parties with respect to the Card.

12.2. Severability

If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

12.3. Assignments

The Card, the Deposit Account, and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.

12.4. Governing Law

This Agreement will be governed by the laws of the province of Alberta and the applicable laws of Canada. The parties submit to the exclusive jurisdiction of the courts of Alberta in relation to any dispute arising out of this Agreement.

Digital Commerce Bank - Privacy Code

Digital Commerce Bank ("DCBank", "we" or "our") is a member of the Digital Commerce Group of Companies (the "DCGroup of Companies").

The DCGroup of Companies is comprised of DCBank and its affiliates in Canada that offer financial products and services. DCBank understands the importance of keeping your personal information confidential. We have developed a Privacy Code that explains the types of personal information we collect, how it is used, and the steps we take to ensure that it is handled appropriately.

Section 1. Overview

1.1. This Privacy Code may be revised from time to time. If we intend to use or disclose personal information for purposes materially different than those described herein, we will make reasonable efforts to notify affected individuals, if necessary, including by revising this Privacy Code. If you are concerned about how your personal information is used, you should contact us as described below or by checking our website periodically at www.dcbank.ca/legal/privacy-policy to obtain a current copy of this Privacy Code. We urge you to request and review this Privacy Code frequently to obtain the current version. Your continued provision of personal information or use of our services following any changes to this Privacy Code constitutes your acceptance of any such changes.

1.2. The Privacy Code applies to personal customers, including business customers carrying on business as sole proprietors. While the Privacy Code does not apply to information about business customers carrying on business as corporations, partnerships or in other forms of association, DCBank protects the confidentiality of such information in accordance with DCBank's policies and the law.

Section 2. Accountability

2.1. We are accountable for all personal information in our control. The term personal information refers to information that identifies you as an individual. Personal information includes information that you have provided to us or was collected by us from other sources. It may include details such as your name and address, age and gender, personal financial records, identification numbers including your Social Insurance Number, personal references, and employment records. Every one of our employees is responsible for respecting and protecting the personal information to which the employee has access.

2.2. In order to comply with this Privacy Code, we have designed a Chief Privacy Officer to oversee DCBank's privacy practices.

Section 3. Collecting Personal Information

3.1. DCBank will collect most of your personal information directly from you through applications for our products or services and any supporting documentation and information you provide. We also collect your personal information from sources you have identified in your product or service applications with DCBank, including references you have provided, credit bureaus and from third parties or sources that are available to the public.

3.2. The personal information we collect may include:

- a. Contact Information
 - Name, address, telephone number and email address.
- b. Identity
 - Information for identity matching and credit check purposes, such as your Social Insurance Number, date of birth, occupation, and government-issued identification; this information is also collected to allow DCBank to meet legal and regulatory obligations as well as Canada Revenue Agency's reporting requirements.
- c. Financial
 - Information used by DCBank to assess the eligibility for DCBank's products or service (which may include information about your current and historical account information, balances and indebtedness, or account transaction history).
- d. Transactional
 - Payment-related information, such as banking information and how you use different products or services with DCBank (which may include purchase and payment history).
- e. Other
 - Such other information that will be collected with your consent or as permitted or required by law.

3.3. DCBank may monitor or record telephone calls between you and our representatives to ensure accuracy and to enhance customer service. If you do not wish to have your call recorded, you have the option to conduct business online or by contacting us in writing.

Section 4. Use of Personal Information

4.1. DCBank will limit the collection of personal information to what we determine we need for the purposes set out below.

4.2. DCBank may use your personal information for a variety of purposes, including:

- a. to verify your identity;
- b. to evaluate your application, understand your financial position and to assess your eligibility for requested products and services from DCBank;
- c. to set up, administer, service and manage your products or services;
- d. to communicate with you by various methods regarding products and services that may be of interest to you;
- e. to protect you from error, fraud and any other unauthorized or illegal activities;
- f. to maintain business records for legal and regulatory compliance;
- g. to manage your relationship with DCBank, including measuring the quality of customer service;
- h. to analyze DCBank's business results, compile statistics and conduct market research to better manage DCBank's business and to develop new products and services;
- i. to understand our customers and to develop and tailor our products and services;
- j. to comply with tax, legal and regulatory obligations;
- k. to respond to any questions you may have;
- l. to evaluate and improve our websites and other electronic offerings; and
- m. for any other purpose to which you consent or that is permitted under privacy legislation or any other applicable law.

Section 5. Disclosure of Personal Information

5.1. We will only use or disclose your personal information for the purpose(s) it was collected and as otherwise identified in this Privacy Code.

5.2. Under certain circumstances, DCBank may disclose your personal information to third parties, including the following:

- a. Administration
 - We may share your personal information with other members of the DCGroup of Companies that perform administrative and processing services on our behalf.
- b. Business Processes
 - DCBank may disclose your personal information to third parties for the protection of our assets (for example, collection of overdue accounts). We may also share your information with third parties as reasonably necessary in connection with audits or for the purposes of detecting and preventing fraud.
- c. Legal and Regulatory
 - DCBank may disclose your personal information as necessary to meet legal, regulatory, industry self-regulatory, insurance, audit and security requirements, including any requirements under Canadian and foreign law that are applicable to DCBank and our service providers.
- d. Fraud Detection and Prevention
 - DCBank may disclose your personal information to the DCGroup of Companies or other third parties in order, to detect instances of potential fraud, and prevent fraud from occurring.
- e. Business Transactions
 - DCBank may use personal information and disclose it to third parties connected with the evaluation or in the performance of an actual sale, financing, assignment, insuring or any disposals of all or part of DCBank or our business or assets.
 - Personal information may also be transferred as part of a corporate reorganization or other change in corporate control of DCBank, or the DCGroup of Companies as a whole.
- f. Service Providers
 - DCBank may transfer personal information to outside agents or third-party service providers that perform services on our behalf, such as card production, statement preparation, mailing, customer service, marketing, collections, information technology

and/or data hosting or processing services. Such outside agents or third-party service providers will be given only the personal information needed to perform those contracted services and we do not authorize such service providers to use or disclose personal information for their own marketing or other purposes.

- We have contracts in place holding these service providers to the same standards of confidentiality by which we are governed. In some cases, these other companies may be located outside of Canada (such as in the United States) and may be required to disclose information to courts, government authorities, regulators or law enforcement in accordance with applicable law in that country.

Section 6. Marketing

6.1. Unless you have opted out, DCBank may share your personal information within the DCGroup of Companies to enable our affiliates to offer you additional products and services. Unless you have opted out, in addition to the above uses and disclosures, we may use your personal information (such as your contact information, information relating to the transactions on your account and your payment and purchase details) from time to time in order to determine your suitability for and to occasionally offer you additional products or services of the DCGroup of Companies.

6.2. If you no longer want your personal information used or disclosed for these purposes, you may contact us at any time by mail or by phone at the address or telephone number provided in the "Complaints and Questions" section below.

Section 7. Obtaining Consent

7.1. By applying for a new DCBank product or service and providing us with personal information, we obtain your consent to our collection, use and disclosure of such personal information for the purposes identified or described in this Privacy Code.

7.2. Subject to legal or contractual restrictions and reasonable notice, you may withdraw your consent to our collection, use and disclosures of personal information at any time. Note that if you withdraw your consent to certain use of your personal information, we may no longer be able to provide you with the products and services you request.

7.3. Note that you may not be permitted to withdraw consent to certain necessary uses and disclosures (for

example, where we are legally required to collect, use or disclose your personal information).

Section 8. Limits on Use, Disclosure, and Retention

8.1. We will only use or disclose personal information for the reasons it was collected and as otherwise identified in this Privacy Code. DCBank will only keep your personal information for as long as reasonably necessary to fulfill its intended purpose or to satisfy legal requirements.

8.2. We do not sell the names or other personal information of our customers.

Section 9. Accuracy

9.1. We will keep personal information as accurate, complete and up-to-date as necessary for the identified purposes. You must play an active role in helping us do this by providing prompt notification of any changes to your personal information, such as your address or telephone number. If you find any error in our information about you, please notify us so that we can make the necessary changes. Failure to notify us of changes to your personal information may negatively impact the way we communicate or provide services to you. Where appropriate, we will advise others of any material amendments to your personal information that we may have released to them. If we do not agree to make the changes you request, you may challenge our decision as described in the "Complaints and Questions" section below.

Section 10. Safeguarding Personal Information

10.1. We will protect personal information with safeguards and security measures appropriate to the sensitivity of the personal information. We use physical, electronic and procedural security measures to protect against the unauthorized use, access, modification, destruction, disclosure, loss or theft of your personal information. Only those authorized DCBank employees who require access to your personal information will have access to your personal information and they are aware of the importance of keeping it confidential.

10.2. We carefully select service providers who may have access to your personal information and require that any information we provide to them must be safeguarded and used only for the purpose of providing the service we have requested the company to perform.

Section 11. Access

11.1. When requested in writing, we will tell you what personal information of yours we have, what it is being used for and to whom it has been disclosed. When requested, we

will give you access to your personal information. There may be a small charge for us providing this information to you; however, you will be notified of the approximate cost in advance.

11.2. In certain situations, we may not be able to give you access to all of your personal information. These situations include when it is prohibitively costly to provide the information, when access would reveal information about a third party (i.e. joint account), when access would reveal confidential commercial information, when access would threaten the life or security of another individual, when access would reveal information generated in the course of a formal dispute resolution process, or when access would reveal information gathered for purposes related to investigating a breach of an agreement or a contravention of the law. If we are unable to provide you with some of the personal information, we will tell you why.

11.3. If you would like to review or verify your personal information, you may contact us at:

Digital Commerce Bank
736 Meridian Road NE
Calgary, Alberta T2A 2N7
1.844.836.6040

Section 12. Complaints and Questions

12.1. If you have any questions about our Privacy Code, you may contact DCBank's Privacy Officer at:

Digital Commerce Bank
Attn: Chief Privacy Officer
736 Meridian Road NE
Calgary, Alberta T2A 2N7
1.844.836.6040

12.2. If you are not satisfied with how your question or complaint has been handled, you may follow DCBank's dispute resolution process by visiting <https://www.dcbank.ca/legal/resolving-complaints> and review the "Resolving Your Complaint" information.

12.3. Finally, if DCBank was unable to adequately address your complaint, concern or question, you may also contact The Office of the Privacy Commissioner of Canada at:

Office of the Privacy Commissioner of Canada
30, Victoria Street
Gatineau, Quebec K1A 1H3
1-800-282-1376

ARTICLE VI CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

These terms and conditions apply to the electronic delivery of documents provided to you relating to your Digital Commerce Bank account(s) and services. We recommend that you save a copy of this Consent for your records.

Section 1. Definitions

"Account(s)" means the account(s) associated with the products or services provided to you by DCBank including any new account(s) that we open for you in the future.

"Agreement(s)" means the agreements between you and DCBank that govern your Account(s) and DCBank services, as amended from time to time.

"Client Portal" means the self-serve banking services portal you can access online through www.dcbank.ca.

"Consent" means this Consent to Electronic Delivery of Documents.

"DCBank", "we", "us" and "our" means Digital Commerce Bank.

"Documents" means the documents listed in Section 2.

"email" means the most recent electronic mail address that you provide to us to receive electronic messages including documents that we may send to you.

"you" or "your" means the DCBank account holder, being the person or business entity who consents to DCBank providing electronic delivery of Documents.

Section 2. Consent and when it take effect

2.1. You consent to DCBank providing the following Documents to you by making them available at www.dcbank.ca, through the Client Portal or email:

- a. applications and any related forms;
- b. Account statements or other transaction records;
- c. your Agreement(s) and any notices or communications of changes to your Agreement(s);
- d. notices of changes to any interest rates, fees (including new fees), and any other items mentioned in the disclosure statements;
- e. communications about this Consent, including confirmation of your consent and notice of any changes to the terms of this Consent; and

- f. any other confirmation, notice, document or information that we are required by law to provide to you in writing relating to your Account(s) and services.

Your consent takes effect immediately.

Section 3. Verbal Consent

3.1. If you verbally consented to DCBank providing you Documents electronically, this confirms your consent.

Section 4. Availability of electronic documents

4.1. When we provide a Document electronically, we will do so by making it available to you through the Client Portal, email or by posting it online at www.dcbank.ca. Account statements delivered to you electronically will be available for a minimum of 5 years after it is delivered. Other Documents or information delivered to you electronically will be available to you for at least 30 days, unless you delete them.

4.2. You are responsible for printing or downloading a copy of any Documents delivered to you electronically for your records.

4.3. For some types of accounts or notices, we may make your Agreement(s) and any fees, interest rates and other disclosure available as a link to www.dcbank.ca, through the Client Portal or email. You may access the up-to-date version of these Documents at any time. If you want to keep versions that were in effect when you opened your Account, or when you received the notice through the Client Portal or email, you should print or save a copy as soon as the links are available to you.

Section 5. Your Obligations to review and update

5.1. You are responsible for and agree to:

- a. access the Client Portal at least monthly to review any Documents;
- b. check your email at least monthly to review any Documents;
- c. ensure that any email address you give us is accurate and up-to-date; and
- d. inform us of any changes in your contact information.

5.2. Any Document delivered electronically to you is deemed to be received by you when it is posted or made available to you, and not on the date you actually review the Document.

Section 6. Providing documents by paper

6.1. We may provide you Documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the electronic document, or otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your Account(s).

Section 7. Revoking consent

7.1. DCBank offers digital payment solutions and online banking services and ordinarily delivers Documents exclusively electronically. Revoking your consent to receive Documents electronically may result in the termination of your DCBank Account Agreement(s) and related services and the closing of your Account(s).

7.2. You may revoke your consent to receive Documents electronically at any time by calling DCBank customer support at 1-844-836-6040, 24 hours a day, 7 days a week or by emailing us at clientsupport@dcbank.ca. We will confirm to you in writing that we have received your revocation and specify when it takes effect.

Section 8. Changing the terms of this Consent

8.1. We may change the terms and conditions of this Consent from time to time by providing you with notice of the change in any of the following ways:

- a. a notice posted on DCBank's website;
- b. a notice posted in your Client Portal;
- c. a notice sent to the last email address you provided in our records; or
- d. a notice mailed to you at your last address in our records.

You agree to be bound by any future changes we make to this Consent.

Section 9. Other Agreements

9.1. These terms and conditions apply in addition to your other Agreement(s).

Section 10. Language (Quebec only)

10.1. It is the express wish of the parties that this Consent and any related documents be drawn up and executed in English. Les parties conviennent que le present Consentement et tous les documents s'y rattachent soient rédigés et signés en anglais.