

























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 3.04 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

EE \$ vC I E vs E (v)φ  
\$UNIVφ  
\$UNIVφ  
\$UNIVφ

of your Account and the Services, including measures to detect and prevent Disabling Code.

### Section 3.05 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 3.06 Suspension or Termination

If you are an Eligible Enterprise, you have the legal right to cancel the agreement within 14 business days of the date of entering into this Agreement if this Agreement was entered into by mail or by telephone or within three business days if it was entered into in any other manner, by providing written notice to the Bank. If you provide us with written notice of cancellation within this time period, we shall not be entitled to collect any cancellation fees or monthly fees. You will only be responsible for fees for transactions conducted by you prior to the Bank receiving the notice of cancellation, plus any expenses reasonably incurred by the Bank in providing the service.

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.

Either of the Customer or DCBank may terminate this Agreement on 30 days written notice. Termination of this Agreement shall not terminate any other agreement between you and us, unless expressly provided for in such other agreement.

### **Section 3.07 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 3.08 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 3.09 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 cheque numbers, 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.

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/privacy-policy/](http://www.dcbank.ca/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**  
736 Meridian Road NE  
Calgary, Alberta T2A 2N7  
1-888-409-0230

#### **(d) Complaints and Questions**

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

**Digital Commerce Bank**  
736 Meridian Road NE  
Calgary, Alberta T2A 2N7  
Attention: Chief Privacy Officer  
1-888-409-0230  
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, 3<sup>rd</sup> Floor  
Ottawa, Ontario K1A 1H3  
Call: 1-800-282-1376  
Visit: privcom.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, successors, 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 business deposit account you have with us.

**Agreement** means this corporate banking 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.

**“Eligible Enterprise”** means a business with authorized credit of less than \$1,000,000, fewer than 500 employees and annual revenues of less than \$50,000,000.

**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 Business 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 by cheque or any other form 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 5.01 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 1-888-409-0230 or [clientsupport@dcbank.ca](mailto:clientsupport@dcbank.ca) at any time.

#### (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:

1-888-409-0230

E: [complaints@dcbank.ca](mailto:complaints@dcbank.ca)

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

##### Digital Commerce Bank

Attention: Chief Privacy Officer

736 Meridian Road NE  
Calgary, Alberta T2A 2N7

T: 1-888-409-0230

E: [privacy@dcbank.ca](mailto:privacy@dcbank.ca)

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

##### The Office of the Privacy Commissioner of Canada

112 Kent Street, 3<sup>rd</sup> Floor  
Ottawa, Ontario K1A 1H3

Call: 1-800-282-1376

Visit: [privcom.gc.ca](http://privcom.gc.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 Appeals Officer  
T: 1-888-409-0230  
E: [appeals@dcbank.ca](mailto:appeals@dcbank.ca)

#### **Section 5.02 Additional Resources**

##### **(a) ADR Chambers**

ADR Chambers Banking Ombuds Office ("ADR Chambers") is DCBank's external complaints body. ADR Chambers 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.

##### **ADR Chambers Banking Ombudsman's Office**

112 Adelaide Street East  
Toronto, Ontario  
M5C 1K9  
Phone: 1-800-941-3655  
Toll Free Fax: 1-877-307-0014  
Website: [www.bankingombuds.ca](http://www.bankingombuds.ca)  
ADR Chambers Banking Ombudsman's Office

##### **(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, 6<sup>th</sup> Floor  
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](http://www.fcac-acfc.gc.ca)