



DirectCash Bank Cardholder Agreement

In this Cardholder Agreement (the "Agreement"), "you", "your" and "Cardholder" means each person whose name appears on the DirectCash Bank Access Card (the "Card") or who is authorized to use the Card, and "DirectCash Bank", "we" and "us" means the DirectCash Bank. If there is more than one Cardholder, each Cardholder shall be jointly and severally responsible to DirectCash Bank for performing all of the obligations under this Agreement.

Signing, using or accepting the Card will confirm your acceptance of the terms contained within this Agreement:

1. Service

DirectCash Bank will permit you to use your Card to access your DirectCash Bank accounts as follows

- a. access will be provided to those accounts that DirectCash Bank may permit from time to time (the "Account(s)");
- b. permitted transactions will include those transactions which DirectCash Bank may approve from time to time (the "Permitted Transaction(s)");
- c. Permitted Transactions using your Card shall be subject to and governed by the terms of your agreements with DirectCash Bank governing the Account(s) being accessed by your Card (the "Account Agreement(s)"); and
- d. DirectCash Bank may, in its sole discretion, provide you with the ability to use any direct payment terminal or other direct payment machine which DirectCash Bank approves for use from time to time ("Debit Terminal"), any other transaction device which DirectCash Bank makes available to you for your use from time to time, and any system in which you use the number on your Card without presenting the Card, to access your Account(s) (the "Service").
- e. you may use your Card at Automated Bank Machines other than those operated by DirectCash Bank via outside computer networks, and which DirectCash Bank approves for use from time to time. The outside network administrators will charge your account a network and/or convenience fee for such use. Only the outside network and/or convenience fee will be posted to your account and there will be an additional fee charged by DirectCash Bank.

2. Use of Service

You will use the Service in accordance with DirectCash Bank's instructions, that are in effect and may change from time to time, and, that are communicated to you by DirectCash Bank.

We may charge fees for the Service or for Permitted Transactions using the Service. You authorize us to debit your Account(s) for these fees. We will notify you of all such fees.

DirectCash Bank may impose daily limits on any Permitted Transaction, and may change these limits at any time without notice to you. DirectCash Bank may impose a daily limit on the amount that can be withdrawn using the Card (the "Daily Withdrawal Limit"). Subject to the terms of this Agreement DirectCash Bank will process a Permitted Transaction at the time of the transaction.

DirectCash Bank may place a hold on a Permitted Transaction pending its verification. DirectCash Bank may decline to accept a transaction at any time. DirectCash Bank may process a Permitted Transaction made on a weekend or holiday on the next banking day. DirectCash Bank may process a Permitted Transaction in accordance with the terms of the Account Agreement(s) governing the transaction.

3. Foreign Currency Transactions

A Permitted Transaction in a foreign currency will be converted to the currency of your Account at an exchange rate determined by DirectCash Bank on the date the transaction is processed. This rate may differ from the rate in effect on the date of the transaction.

4. Access to the Service

DirectCash Bank may at its discretion and without notice to you:

- a. withdraw permission to you to use all or any part of the Service, access any Account, or perform any Permitted Transaction; or
- b. cancel or alter all or any part of the Service. DirectCash Bank will not be liable to you or to any other person for any loss or inconvenience which you or that person may incur as a result of the above withdrawal of service.

5. Termination or Amendment

Either party may terminate this Agreement at any time by giving notice in writing to the other. The Card provided to you is the property of DirectCash Bank. You agree to return all such cards immediately to DirectCash Bank on request. If you terminate this Agreement you will immediately return all Cards to DirectCash Bank. You shall remain liable for any use of the Card following termination of this Agreement in accordance with the terms of this Agreement. Termination of this Agreement shall not relieve you of your obligations under the Account Agreement(s), which shall continue in full force and effect.

This Agreement may be amended at any time by DirectCash Bank by giving you notice in writing of the amendment. Using your card or accepting or signing a new card following such notice shall be deemed to be your acceptance of such an amendment as of the effective date set out in the notice.

6. Confidentiality of Personal Identification Number

Each personal identification number ("PIN") is for your exclusive use. You must keep your PIN absolutely confidential including taking precautions to ensure that your PIN is never disclosed, accidentally or otherwise, to anyone else. DirectCash Bank recommends that you do not keep a written record of your PIN.

7. Lost or Stolen Card - Failure to Keep PIN Confidential

You must notify DirectCash Bank as soon as possible after learning of the loss, theft or misuse of your Card, that your PIN was disclosed to, or obtained by, anyone else or may be known by anyone else, or that unauthorized use of the Service may be occurring.

8. Your Liability

Subject to the following limitations you are liable for all use of your Card in connection with any Permitted Transaction with or without your knowledge or consent as if you had given signed, written instructions to DirectCash Bank.

You are not liable for any unauthorized use of your Card except in the following circumstances:

- a. in the event that you fail to notify DirectCash Bank in accordance with section 7 of this Agreement;
- b. in the event that you fail to keep your PIN confidential in accordance with section 6 of this Agreement; or
- c. in the event that you fail to cooperate with DirectCash Bank in its investigation of the unauthorized use

9. DirectCash Bank's Liability

DirectCash Bank will not be liable for any delay, damage, loss (direct or indirect) or inconvenience to you or any other person resulting from or arising in connection with the provision or the failure, for any reason, to provide any part of this Service.

DirectCash Bank will not be liable to you or any other third party if a merchant does not accept the Card at any time.

DirectCash Bank shall in no way be responsible for the quality or non-receipt of the goods or services (or both) obtained by way of the Card, and all claims or disputes between you and the merchant, including your rights to compensation or any rights of set-off shall be settled directly by and between the merchant and you. When a merchant becomes liable to make a refund to you, DirectCash Bank will credit the Account(s) designated by you with the amount to be refunded, only upon receipt by DirectCash Bank of a properly issued credit voucher or other appropriate verification or authorization of the refund.

DirectCash Bank shall in no way be liable for any accident, act of aggression, theft, loss or damage you may suffer while using debit terminals or other services, whether you are on the premises of DirectCash Bank or other premises.

DirectCash Bank will not be liable for any errors which may result from incorrectly providing or selecting any account number, dollar amount or other information required for the operation of the Service.

DirectCash Bank will not be liable for the release of any information about you or any loss or damage: a) should you choose not to follow the recommendations set forth in section 6 of this Agreement; or b) which result from your breach of either section 6 or section 7 of this Agreement; or c) which result from any misuse of your Card or PIN. DirectCash Bank will not be liable for any loss or damage you may incur in using any software, product or service provided by third parties in connection with the Service.

10. Records and Dispute Resolution

You are responsible for ensuring that information entered or selected when using the Service is correct. You agree that the transaction record produced and dispensed by a Debit Terminal or other device at the time of each transaction will have the same legal effect as written instructions to DirectCash Bank.

You must examine all billing and account statements and each entry and balance recorded in them including those entries for transactions resulting from use of the Service. (the "Account Statements") You must notify DirectCash Bank of any omissions, errors, or objections in the Account Statements in accordance with the terms of your Account Agreement(s).

Should any dispute arise regarding any transaction, you agree that DirectCash Bank's records will be admissible records in any legal proceeding for the purpose of evidencing your liability with respect to such transaction.

11. Other Agreements

If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Account Agreement(s), the provisions of the Account Agreement(s) shall govern. The provisions of the Account Agreement(s) with respect to notices shall apply to notices required under this Agreement.

12. Governing Law

This Agreement and Permitted Transactions are governed by the applicable laws of the Canadian province or territory in which you reside, and by the applicable laws of Canada.