



**Digital
Commerce
Bank**

Electronic Access Terms and Conditions

Introduction

- 1.1 These electronic access term and conditions govern electronic access to a bank account or bank accounts (“**Online Accounts**”) that you have with Digital Commerce Bank (“**we**”, “**us**” or “**DCBank**”). These terms and conditions apply to your electronic access to the Online Accounts regardless of the method of technology you employ to access the Online Accounts. These terms and conditions also apply to any person or individual you authorize to access your Online Accounts (each, an “**Authorized User**”) and the terms “you” “your” and other similar terms shall be interpreted accordingly as the context may require. These terms and conditions, in conjunction with the DCBank website Terms and Conditions and any other agreement incorporated by reference therein or herein (collectively, the “**Terms**”), replace all prior agreements between you and DCBank with respect to access to the Online Accounts and the provision of services by DCBank to you in relation to providing electronic access to your Online Accounts (“**Services**”).
- 1.2 We can amend, modify, change or replace the terms and conditions under the Terms at any time by posting a notice on the DCBank website. The new or revised terms provided under these Terms are effective and binding on you when we notify you of such change. By continuing to use Services after we post the notice, you agree to and accept the new or revised terms and conditions provided under the Terms as amended.
- 1.3 If there is a conflict between these Terms and the terms of any other agreement you have entered into with us, the terms and conditions of such other agreement will prevail to the extent there is any inconsistency.
- 1.4 We reserve the right to change, add, remove or modify any of the features or functionality found in the Services without notice to you.
- 1.5 We reserve the right to terminate or suspend access to your Online Accounts and our provision of Services for any reason whatsoever and at any time without prior written notice. We will not be responsible for any loss or inconvenience that results from such termination or suspension.

Electronic Access

- 2.1 In order to access your Online Account(s), you and any Authorized User will need to use certain Online Credentials. “**Online Credentials**” includes any user name, identification number, password, licence or security key, security token, personal identification number (PIN) or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

- 2.2 Online Credentials must be carefully selected so that they cannot be easily guessed, obtained or reverse engineered by anyone else, including not using the birth date or name of you or a family member, your telephone number, social insurance number, or sequential numbers such as “1234”. You should memorize your Online Credentials rather than keep any written record of them. When you enter your Online Credentials in any manner to gain access to an Online Account, you must take all reasonable precautions to prevent others from seeing you entering this information, such as by ensuring that no one can see your computer screen or key pad on your electronic device.
- 2.3 You agree that each use of your Online Account is an instruction to us (each, an “**Instruction**”) with the legal equivalent to your written, signed instructions to us. You agree not to dispute any Instruction on the basis that it was delivered, received or entered into by electronic means, including on the basis that it was not “in writing” or was not signed or delivered. You acknowledge that each Instruction that you provide to us is final. For the purpose of these Terms, the term “electronic means” means any communication method permitted by us, from time to time, that may include computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile or other method of telecommunication or electronic transmission.
- 2.4 Instructions, together with any other information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from you or an Authorized User by or through the Services, is sometimes referred to as “**Client Data**”. You have and will retain sole responsibility for: (a) all Client Data, including its content and use; (b) all information, instructions and materials, including, without limitation, any Instructions, provided by or on behalf of you or any Authorized User in connection with the Services; (c) the security and use of Online Credentials of you and any Authorized Users; and (d) all access to and use of the Services directly or indirectly by or through your or any Authorized User’s Online Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. This means, among other things, that you are bound by and liable for all Instructions including unauthorized use of your Online Credentials by other persons, regardless of your knowledge or consent and that you are responsible for all losses that may result from any use of your Online Account. In addition, you are responsible and liable for all Instructions you provide in relation to your Online Account. You agree that we may rely on these Instructions and that you will be liable for all transactions that are carried out based on these Instructions.
- 2.5 If your Online Credentials (including any bank debit or prepaid credit card issued to you by DCBank) are ever compromised, lost or stolen, you are required to notify us

- immediately at 1-888-466-4043 (toll free). If you do not notify us immediately, you will be liable for all losses and actions caused by any unauthorized party in respect of your Online Account.
- 2.6 You will take all appropriate steps and precautions to reduce the chances of unauthorized access to your Online Accounts. You will also sign off or log off from the mobile application or web browser when finished accessing your Online Accounts.
- 2.7 If we suspect or believe that any Instructions received regarding your Online Account are not from you or are unclear, we may decide not to execute such Instruction provided when your Online Account is accessed. If we do not execute an Instruction based on this suspicion or belief, you cannot hold us responsible for any losses or damages that may arise as a result of our failure to execute such Instruction.
- 2.8 We reserve the right to contact you to obtain confirmation of any Instruction before processing any transaction, but will not be liable due to any inability or failure to contact you in order to confirm such Instruction.
- 2.9 If you give an Instruction to make a payment from your Online Account, you acknowledge that although funds may be withdrawn from your Online Account on the date the Instruction is given, the recipient of such funds may not receive the payment on the date of your Instructions or the date the funds were withdrawn. We are not responsible for any disputes you have with a third party, including if that third party: (i) does not credit you for a payment for whatever reason; (ii) charges you fees or penalties; or (iii) does not supply goods or services purchased or the goods or services are not suitable. You should give bill payment Instructions several business days in advance of the date on which you wish a bill payment to be effective.
- 2.10 You will not: (i) provide any false or incomplete information about yourself or any Authorized User in order to access the Online Accounts; (ii) use the Online Accounts for any illegal, fraudulent, or malicious purposes; or (iii) undermine the security and integrity of the Services.
- 2.11 We may collect any Client Data in respect of the use of your Online Accounts. The collected information may then be used to market other DCBank offerings to you, to collect information regarding the use of the DCBank website and to provide you with a customized experience. You also hereby consent to the terms and conditions of our Privacy Policy found at www.dcbank.ca.
- 2.12 There may be various fees associated with the Services. These fees may be deducted from your Online Account to which the fees apply when they are incurred.

- 2.13 You acknowledge that you may not have access to all of the online banking services, features, functionality, content or information through the Services. For example, when you access the Online Accounts through a mobile application or through an electronic device, certain of the features, functionality, content or information that are associated with the Online Accounts may not be accessible to you due to limitations of size, content and compatibility associated with your mobile device and wireless carrier.

Liability of DCBank

- 3.1 Under no circumstances will we be liable for any direct, indirect, special, punitive or consequential losses or damages, including without limitation, loss of profits, damages for inconvenience, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss or damage, that results directly or indirectly out of your or any Authorized Users' use of the Online Accounts or the Services or any other matter in respect of the Terms. By accessing your Online Accounts, you agree that the exclusions and limitations of liability set out herein are reasonable. If you do not think they are reasonable, you must not access your Online Accounts.
- 3.2 We will not be responsible or liable for any loss or damage that you may incur in using: (a) any software, hardware or applications from a third party that we may make available to you; or (b) any communications networks, either private, public or otherwise, operated by a third party, in each case in connection with online and mobile banking services.
- 3.3 We will not be responsible for any loss or damage that you may incur if you fail to protect your mobile device and your personal information, or lose your mobile device or fail to disable the alerts, notices or other communications to your mobile device from us.

Disclaimer

- 4.1 You understand and agree that your use of the Online Accounts and our provision of the Services is provided on an "as is" and "as available" basis. We expressly disclaim all warranties, whether express or implied.

Intellectual Property

- 5.1 As between you and DCBank, DCBank is the owner of all intellectual property rights in the Services and on each webpage you access for purposes of accessing your Online Account. No portion of any of the webpages or online information, including, but not limited to, the content, information, text, images, audio or video, may be used in any manner, or for any purpose other than as permitted pursuant to these Terms, without our prior written permission.

General

- 6.1 These Terms will be governed exclusively by the laws of the province of Alberta. You and DCBank expressly agree that the courts of Alberta will have the exclusive jurisdiction over DCBank and you. If you access your Online Accounts from another jurisdiction, you are responsible for compliance with any, and all, applicable local laws.
- 6.2 If any provision of these Terms is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the other provisions of these Terms.
- 6.3 We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.