



**Digital  
Commerce  
Bank**

Web Site Terms and Conditions

## Introduction

The following terms and conditions together with any documents or additional terms incorporated by reference (collectively, the “**Terms**”) will govern access to and use, including any content, functionality, and services through, the Digital Commerce Bank (“**we**” or “**DCBank**”) web site (including, among other things, DCBank’s client web portal or any other electronic page or other web portal accessible by or through the DCBank web site, individually and collectively, the “**DCBank Web Site**”) as well as any downloadable application or other technology to access any features, functionality, content and/or information that is made available, or provided, on or through the DCBank Web Site (individually and collectively, the “**Application**”). Any reference herein to the “DCBank Web Site” in these Terms including, without limitation, any reference to use or access to the DCBank Web Site, means all or any portion of the DCBank Web Site which includes any Application, as the case may be.

**BY USING THE DCBANK WEB SITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS INCLUDING OUR PRIVACY POLICY, FOUND AT [HTTPS://WWW.DCBANK.CA/PRIVACY-POLICY/](https://www.dcbank.ca/privacy-policy/), WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THE TERMS, YOU MUST NOT ACCESS OR USE THE DCBANK WEB SITE.**

These Terms constitute a legal agreement and are entered into between you and us.

## Electronic Access

DCBank may provide direct access to your account(s) by one or more of the following methods:

- (a) electronic communications through the DCBank Web Site; and
- (b) other devices or equipment which DCBank may designate for direct access.

In addition to these Terms, please review the following Electronic Access Terms and Conditions at <https://www.dcbank.ca/terms-and-conditions/>.

## Electronic Identification

Direct access to, and use of, the DCBank Web Site requires an identifier which consists of the use of one or more of the following:

- (a) client number or user identification;
- (b) personal identification number (“**PIN**”);
- (c) password;
- (d) two-factor authentication (2FA); and/or
- (e) such other security measures required by DCBank from time to time.

(“**Electronic Identification**”)

DCBank will provide you with a user ID and temporary password or card together with other components of the Electronic Identification, as applicable, for direct electronic access; you may select certain components of the Electronic Identification yourself.

You agree that electronic pages including, without limitation, the DCBank Web Site, or any other electronic page which is or may be accessed by Electronic Identification, are written documents and that by electronically acknowledging by “clicking” any buttons stating “OK”, “proceed”, “continue”, “accept”,

“approve” or other buttons with similar intent, you are agreeing to be bound by the terms thereof. You acknowledge and agree to comply with any and all terms, conditions, legal notices and disclaimers in the footers, content or other pages of the DCBank Web Site and behind links, buttons or icons on the DCBank Web Site.

The information, material and content provided in the pages of the DCBank Web Site, including pricing information, (collectively, the “**Information**”) is believed to be reliable when posted, but there is no guarantee that it is accurate, complete or current at all times. Without limiting the generality of the foregoing, the Information may include technical inaccuracies or typographical errors, and DCBank and its officers, directors, employees, contractors and agents have no obligation to update the Information. The Information or the DCBank Web Site may be changed, withdrawn or terminated, at any time, without notice.

Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly, and your continued access or use of the DCBank Web Site will mean that you agree to any changes.

Any submission by you of an application, instruction or other request is subject to acceptance by DCBank and can be declined by DCBank.

DCBank does not knowingly solicit data from, or market to, children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us. We will delete such information from our files.

#### **No Advice**

The Information is for informational purposes only and is not intended to constitute financial, accounting, legal or tax advice and should not be relied upon in that regard.

#### **No Endorsements**

No endorsement or approval of any third party or its advice, opinions, information, products or services is expressed or implied by any Information.

#### **Local Laws; Export Control**

It is important to note that not all of the products, services and Information made available or provided on the DCBank Web Site are available in all jurisdictions outside of Canada. In addition, the Information does not constitute an offer or solicitation to buy or sell any product, service or information to anyone in any jurisdiction in which an offer or solicitation is not authorized or cannot legally be made, or to any person to whom it is unlawful to make an offer or solicitation. All products and services are subject to the terms of the applicable agreement.

Please be aware of the laws of your country or that otherwise apply to you in relation to any of the matters described in the pages of the DCBank Web Site. If you choose to access the DCBank Web Site, you do so on your own initiative and are responsible for compliance with applicable local, national or international law.

You may not use, export or re-export the Information or any copy or adaptation thereof in violation of any applicable laws or regulations, including export laws and regulations of Canada in force from time to time.

### **Acceptable use**

You agree to not use the DCBank Web Site in any way: (i) that causes, or may cause, damage to the DCBank Web Site or impairment of the availability or accessibility of the DCBank Web Site; or (ii) which is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

### **Email Disclaimer**

Email communication, including any information transmitted with it, is intended only for the use of the addressee(s) and is confidential. If you are not an intended recipient or responsible for delivering the message to an intended recipient, any review, disclosure, conversion to hard copy, dissemination, reproduction or other use of any part of this communication is strictly prohibited, as is the taking or omitting of any action in reliance upon this communication. If you receive this communication in error or without authorization, please notify us immediately by return e-mail or otherwise and permanently delete the entire communication from any computer, disk drive, or other storage medium.

### **No Warranties**

DCBank provides the DCBank Web Site and the Information on an “as is where is” basis and does not make any express or implied warranties, representations, or endorsements with respect to the DCBank Web Site or the Information, including, without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Further, DCBank does not represent or warrant that the DCBank Web Site will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have the sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

You acknowledge that it is not possible for DCBank to provide online services free from defects. You also acknowledge that the online services and the DCBank Web Site utilize complex computer and telecommunications networks and that, as such, continued, uninterrupted and error free access to online services and the DCBank Web Site cannot be guaranteed. The online services and the DCBank Web Site may be delayed, unavailable, not delivered and/or inaccurate, from time to time, due to a variety of factors, including, without limitation, technical reasons, for planned or unplanned maintenance or downtime, for editorial amendments or for any other reason.

### **Your Liability**

You are bound by, and liable for, all use, including unauthorized use, of any Electronic Identification by other persons, be it with or without your knowledge or consent.

DCBank will be under no obligation to confirm the actual identity or authority of any user of the Electronic Identification or any component thereof.

DCBank may cancel or restrict direct access to the DCBank Web Site or your Electronic Identification without notice to you.

You agree that neither DCBank nor its affiliates, licensors, or any other third party provider, nor any of their directors, officers, employees, consultants, agents or assigns, will be liable in any way for any loss or damage, direct or indirect, which may arise out of, or in connection with, the DCBank Web Site, the online services, or the Information or any obligation of DCBank hereunder, including, but not limited to, any action or decision made by you in reliance on the DCBank Web Site, the online services, or the Information, or from any unauthorized use or reproduction of the DCBank Web Site, the online services, or the Information, any malfunction, cancellation, outage, interruption, discontinuation or delay in the DCBank Web Site, the online services or any part thereof, or any error contained therein, or omission therefrom or any inability to access your account(s) at DC Bank, or any other non-performance, defective performance or late performance due to any cause whatsoever, including errors due to malfunction of equipment, programs or operations of DCBank, its affiliates, its licensors, or any third parties, or negligence of DCBank, its affiliates, its licensors, third party providers, operators or programmers, even if such party knew, should have known or was advised of the possibility, of such damages.

In no event will DCBank, its affiliates, its licensors, or any third party provider, or any of their directors, officers, employees, consultants, agents or assigns, be liable for any punitive, incidental, direct, indirect, special, exemplary or consequential damages, including, but not limited to, loss of use, loss of data, loss of opportunity or loss of revenues, profits or savings, however caused, related to, arising out of or in connection with your use of, reliance on, or inability to access or use the DCBank Web Site, the online services, or the Information, or for any delay in or failure of transmission of any instructions or notifications sent to DCBank through the DCBank Web Site, the online services or for any transmission of confidential or sensitive information to DCBank or transmission of such information from DCBank to you on your request, even if such party knew, should have known or was advised of the possibility, of such damages. DCBank's affiliates, licensors and third party providers will be third party beneficiaries to the foregoing provisions.

By using the DCBank Web Site, 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 use the DCBank Web Site.

### **Protection of Electronic Identification**

You agree to keep Electronic Identification and all components thereof secret and safe to prevent unauthorized use. This includes but is not limited to:

- (a) memorizing and maintaining no record of any PIN, passwords or codes included in the Electronic Identification;
- (b) avoiding code combinations which may be easy for someone else to guess or which are directly associated with you such as birth date or address;
- (c) avoiding selecting a PIN, password or code that is similar or identical to any other PINs, passwords or codes that you use; and

- (d) taking all necessary steps to ensure that any component of the Electronic Identification remains confidential to you.

Any unprotected electronic communication over the Internet is, as with communication via other mediums (e.g. cellular phones, post office mail), not entirely secure or confidential and always subject to possible interception or loss, and possible alteration. You should not send any confidential, proprietary or sensitive information about you or others via these mediums. DCBank is not responsible for, and will not be liable to you or anyone else for, any damages in connection with any electronic communication between you and the Bank, including, but not limited to, emails, text messages, comments or posts.

### **Notice to DCBank**

You must immediately phone DCBank if any component of your Electronic Identification is lost, stolen, misused or may have become known to anyone other than you. You may contact DCBank 24 hours a day and 7 days a week at 1-844-836-6040.

### **Verification of Instructions**

DCBank reserves the right to contact you to obtain confirmation of any electronic instruction before processing any transaction but will not be liable due to any inability or failure of DCBank to contact you in order to confirm such instructions.

### **Recording Calls**

You agree that all telephone calls and other electronic correspondence may be recorded and kept as a record of your instructions.

### **Web Tools**

#### *Cookies*

Cookies are pieces of information stored directly on the device you are using. Cookies allow DCBank to collect information such as browser type, time spent on the DCBank Web Site, pages visited, language preferences, and your relationship with DCBank. DCBank uses the information for security purposes, to facilitate navigation, to display information more effectively, to personalize/tailor your experience while engaging with DCBank, and to recognize your device to allow your use of our online products and services. DCBank collects statistical information about the usage of the DCBank Web Site in order to continually improve the design and functionality, to monitor responses to DCBank's advertisements and content, to understand how account holders and visitors use the DCBank Web Site and to assist DCBank with resolving questions regarding the DCBank Web Site. DCBank also utilizes cookies for advertising purposes.

You can refuse to accept these cookies and most devices and browsers offer their own privacy settings for cookies. You will need to manage your cookie settings for each device and browser you use.

#### *Tagging*

Tagging is when we place customized code on the DCBank Web Site in order to monitor user activity on the DCBank Web Site. This tagging software captures user activity and passes it on to a third party for analysis so that we might better understand and enhance the user experience and provide additional security controls.

### *Online Authentication Process*

An online authentication process captures and stores device information as well as information you provide in order to confirm your identity each time you visit our secure websites. When you purchase a new product online, register for a secure online service or activate an existing product, the application you complete may include an online authentication process. The information that you provide in your application may be compared against the information contained in your consumer credit report to validate your identity.

### **Links/Software**

Links from or to websites, including links to the DCBank Web Site, are for convenience only. DCBank does not review or control, and is not responsible for, any websites linked from or to the DCBank Web Site, the content of those websites, the privacy practices of those websites, the third parties named therein, or their products or services. Linking to any other website is at your sole risk and DCBank will not be responsible or liable for any damages in connection with such linking. In addition, DCBank does not endorse or approve of any websites linked from or to the DCBank Web Site.

You may not gather, extract, reproduce and/or display on any other non-DCBank website or other online service, any material on or from the DCBank Web Site, whether or not by the use of spiders or other 'screen scraping' software or system used to extract data without the express consent of DCBank.

If you download any software, we are not responsible or liable for any difficulties or consequences associated with downloading such software. The use of any downloaded software is governed by the terms of the applicable license agreement, if any, which accompanies such software or is provided with such software or herein.

The following terms apply if you download a software application that DCBank offers to access any services, features, functionality, content and/or information made available by DCBank using certain mobile devices (the "**Software**"):

- (a) DCBank grants to you a non-exclusive and non-transferable license for the Software. The license authorizes you to use the software in object code format for the purpose of using the online services of DCBank ("**Online Services**") and/or accessing any services, features, functionality, content and/or information made available by DCBank using certain mobile devices.
- (b) DCBank retains at all times all ownership rights, including without limitation, copyright, in the Software. You agree not to copy the Software and not to disclose or distribute the Software to third parties. DCBank has no obligation to provide any training, maintenance, or other assistance for the Software.
- (c) YOU ACCEPT THE SOFTWARE "AS IS" AND ASSUME THE ENTIRE RISK FOR THE PERFORMANCE OF THE SOFTWARE. DCBANK WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE, UNDER THESE TERMS OR OTHERWISE.
- (d) DCBank may end these Software terms at any time on notice to you. On the ending of these terms, you will destroy or return all copies of the Software or of any documentation for it then in your possession. The grant of the license may not be assigned by you unless agreed upon in writing by DCBank.

### **Written Signature**

Some DCBank products may require your written signature (i.e. manual “wet-ink” format or any other non-electronic format determined by DCBank) and you will be advised when this is the case. You will be sent the terms and conditions which apply to the product or service which requires signature. You have 7 business days from the date of being advised that your written signature is required to, in turn, advise DCBank if the material has not been received. If you do not so advise, you will be deemed to have received the terms and conditions and to be bound thereby. When you receive material requiring a signature, you will sign it and return it to DCBank at your earliest convenience. Your signature will signify your agreement to the purchase or renewal of the product or service in question and all terms and conditions relating to it.

### **No Confidentiality, Use of Information**

While we have security controls in place to protect against unauthorized use, access, alteration, duplication, destruction, disclosure, loss or theft of your personal information, the Internet is not a secure medium, and neither the privacy of your communications, nor visits to the DCBank Web Site, can be guaranteed. The nature of Internet communications means that your communications may be susceptible to data corruption, unauthorized access, interception and delays. DCBank will not be responsible for any detrimental reliance you may place on the DCBank Web Site or its contents. By entering the DCBank Web Site, you acknowledge and agree that any communication or material you transmit to the DCBank Web Site, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any communications, information, ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you transmit to the DCBank Web Site may be used by DCBank anywhere, anytime and for any reason whatsoever. By providing such information or materials, you declare and warrant that you have all necessary rights to submit such information or materials and that the information or materials do not infringe the rights of third parties.

### **Applicable Law**

By entering the DCBank Web Site, you acknowledge and agree that the DCBank Web Site will be construed and evaluated according to the laws of the Province of Alberta and the federal laws of Canada applicable therein. You hereby agree and confirm that your use of the DCBank Web Site and all of the communications, transmissions and transactions associated with the DCBank Web Site will have occurred in the Province of Alberta, Canada and that you submit to the exclusive jurisdiction of the courts of the Province of Alberta as the proper and most convenient forum concerning the DCBank Web Site. If you use the DCBank Web Site from another jurisdiction, you are responsible for compliance with any, and all, applicable local laws. DCBank makes no representation that the materials contained within the DCBank Web Site are appropriate for customers outside of the Province of Alberta, Canada.

### **Language**

English will be the language of the DCBank Web Site, and all transactions occurring in connection with the DCBank Web Site, and the parties waive any right to use and rely upon any other language, or translations. Il est de la volonté express des parties que le présent site et tous les affaires qui s'y rapportent soient

rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

### **Copyrights belong to DCBank**

DCBank is the registered copyright owner of the DCBank Web Site and no portion of the DCBank Web Site, including, but not limited to, the content, Information, text, images, audio or video, may be used in any manner, or for any purpose, without DCBank's prior written permission. Without in any way waiving any of the foregoing rights, you may download one copy of the material on the DCBank Web Site for your personal, non-commercial home use only, provided you do not delete, obstruct, or change any copyright, trademark or other proprietary notices. Modification, repostment or use of the material on the DCBank Web Site in any other manner whatsoever or for any other purpose violates DCBank's legal rights.

### **Trademarks Belonging to DCBank or Other Entities**

Certain names, graphics, logos, icons, designs, words, titles or phrases at the DCBank Web Site may constitute trade names, trademarks or service marks of DCBank or other entities. Trademarks may be registered in Canada and in other countries as applicable.

The display of trademarks on the pages of the DCBank Web Site does not imply that a license of any kind has been granted unless expressly stated herein. Any unauthorized downloading, re-transmission or other copying or modification of trademarks and/or the contents herein may be a violation of federal or common law, trademark and/or copyright laws and could subject the violator to legal action.

### **Marketing Names/Trade Names Used by DCBank**

“DCBank” is a marketing name (also referred to as a trade name or brand name) used by Digital Commerce Bank.

The following are trademarks of other companies:

Windows and/or other Microsoft products are trademarks of Microsoft Corporation.

iPhone® and the Apple logo are trademarks of Apple Computer, Inc., registered in the U.S. and other countries.

BlackBerry® is a trademark of BlackBerry Limited.

Android® is a trademark of Google Inc.

Interac® is a trademark of Interac Inc. DCBank is an authorized user of the trademark.

MasterCard®, MasterCard MoneySend® and Maestro® are trademarks of MasterCard International Incorporated. DCBank is a licensed user of these trademarks.

Plus®, Visa Direct® and Visa® are trademark of Visa Inc. DCBank is a licensed user of these trademarks.

H&R Block® is a trademark of HRB Royalty, Inc.

Facebook® is a registered trademark of Facebook Inc.

Twitter® is a registered trademark of Twitter Inc.

Instagram® is a registered trademark of Instagram LLC.

LinkedIn® is a registered trademark of LinkedIn Ltd. Corporation.

Unauthorized use of DCBank's logos and/or name or trade names is prohibited. All information on the DCBank Web Site is protected under the copyright laws of Canada and in other countries. In addition, certain information may be copyrighted by others. Unless otherwise specified, no one has permission to copy, redistribute, reproduce or republish in any form, any information found at the DCBank Web Site.

### **Digital Wallet Terms of Use**

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

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

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

4. **Applicable Fees.** We do not charge you fees for adding a Payment Card to the Wallet. Please review the Account Agreement for any fees, interest, or other charges that apply to your Account. In addition, the Wallet Provider or Other Third Parties may charge you service fees when you use your Device or the Wallet.

5. **DCBank is NOT Responsible for the Use or Function of the Wallet.** DCBank is not the provider of the Wallet and is not responsible for its use and function. We are only responsible for the Payment Card as set out in the applicable agreement. You should contact the Wallet Provider's customer service if you have questions about how to use the Wallet or if you experience problems with the Wallet. We are not responsible for any failure of the Wallet or your inability to use a Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of (a) any damage or vulnerabilities to your Device that may be directly or indirectly caused by the Wallet; (b) a merchant refusing to accept the Wallet; or (c) any actions or omissions of the Wallet Provider or any Other Third Party.

6. **Your Responsibility to Keep Your Payment Card and Wallet Credentials Secure and Notify Us of Errors or Fraud.** You agree to protect and keep confidential all information required for you to access your Device and the Wallet, respectively, and all information required to make purchases with a Payment Card using the Wallet on your Device, including without limitation, your User ID, passwords, passcodes and/or verification questions, if applicable, and any other information used to authenticate you to provide access to your Device and the Wallet (the "Wallet Credentials"). If you share your Wallet Credentials or Device with others (including without limitation, by allowing others to enroll their fingerprint, set up a passcode on your Device or otherwise), they may be able to access your Device and the Wallet to make purchases with your Payment Card through the Wallet, view transactions on your Device (including by way of Notifications, which may be visible on your Device without any requirement for you to enter a login or password), or otherwise obtain your personal information. You must contact us immediately if you believe there are errors or if you suspect fraud or unauthorized use of your Payment Card. We will investigate and where appropriate resolve any potential error or fraudulent purchase on your Payment Card as set out in your Account Agreement. We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law. Before you sell, give away, or dispose of your Device, you must remove the Payment Card from the Wallet by following the Wallet

Provider's procedures for removal, otherwise the Payment Card may be available to the person who obtains your Device and you will be responsible for any transactions completed. If your Device is lost or stolen, you must contact DCBank immediately.

7. Security of the Wallet. In addition to your efforts to keep your Wallet Credentials secure and confidential, we take reasonable steps to help ensure that information we send to others about your use of a Payment Card in the Wallet is sent to them in a secure manner. However, the Wallet Provider is responsible for the security of information that you provide to it or that is stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet. However, in the unlikely event you experience an Account loss resulting from a transaction through the Wallet that you did not authorize or for which you are not responsible under these Wallet Terms or any other terms or agreement with us, you will be reimbursed for such Account losses provided you have met your security responsibilities and otherwise complied with your Account Agreement.

8. We Can Block, Suspend, or Cancel Your Use of a Payment Card. We can block you or Authorized User(s) from adding an eligible Payment Card to the Wallet, suspend your or your Authorized User(s)' ability to use an eligible Payment Card to make purchases using the Wallet, or cancel entirely your or your Authorized User(s)' ability to continue to use a Payment Card in the Wallet. We may take these actions at any time and for any reason without notice or liability to you, such as if we suspect fraud with your Payment Card or Account, if you have an overdue or negative balance on your Account, if directed to do so by the Wallet Provider, a regulator, or the applicable payment card network associated with your Payment Card (such as Visa, MasterCard or Interac), if use of the Payment Card in the Wallet would interfere with, degrade the performance of, or adversely affect any products, services or software of DCBank or others, or if applicable laws change or where otherwise required by applicable law. You may remove a Payment Card from the Wallet by following the Wallet Provider's procedures for removal.

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

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

11. Your Personal Information. You agree that we may exchange information about you (such as your name, Payment Card and transactional data) and technical data (such as device identifier, IP address and

location) with the applicable Wallet Provider and/or the payment card network associated with your Payment Card, to facilitate adding a Payment Card to the Wallet, to complete any purchase you make using a Payment Card through the Wallet, to make transactional information available to you in the Wallet (for example, to display transactions linked to both your physical card and the Wallet), for internal analytics and reporting, to help manage fraud, security and error, or to assist the Wallet Provider in improving its products.

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

13. **We May Change these Wallet Terms at Any Time.** We may change these Wallet Terms at any time. We will post changes to the Wallet Terms and indicate the effective date of the changes on the DCBank web portal or by other means. The date of the most recent change to these Wallet Terms is shown at the top of these Wallet Terms. Your continued use of the Payment Card in the Wallet will be taken as your acknowledgement and agreement to be bound by changes to these Wallet Terms. If you do not accept a change to these Wallet Terms, you must remove all Payment Cards from the Wallet. You agree to check the DCBank Web Site for updates to these Wallet Terms from time to time.

14. **Wallet Terms Drawn Up in English.** It is the express wish of the parties that these Wallet Terms and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

15. **Questions?** If you have any questions, disputes, or complaints about the Wallet, you should contact the Wallet Provider. If you have any questions, disputes, or complaints about your Payment Card, you should contact us toll-free at 1-844-836-6040. For a more detailed overview of our [complaint process](#) visit us at [www.dcbank.ca](http://www.dcbank.ca).

### **Designated Locations for Service of Legal Demands**

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

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

### **Assignment**

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

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

**General**

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