

PERSONAL ATM ACCOUNT AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS

1. **Our Definitions.** The words "Customer", "you", "your", "account holder" and "client" mean each individual, corporation or other entity that opens an Account with DCBank. "Account" means any and all accounts you have with DCBank. The "primary account holder" is the person whose name appears first on the DCBank statement. The word "ATM" means an Automated Teller Machine. The words "DCBank" "we", "us", and "our" refers to the DirectCash Bank. "External Account" means an account that you hold with another financial institution.

2. **CDIC Insurance.** DCBank is a member of Canada Deposit Insurance Corporation (CDIC). CDIC insures eligible deposits you make with its members subject to maximum coverage limitations. For more information on deposit insurance refer to the CDIC brochure "Protecting Your Deposits" or call CDIC at 1-800-461-2342 or visit the CDIC website at www.cdic.ca.

3. **No Minimum Starting Deposit Required.** We do not require that you provide any minimum balance to open an account with us. Your account may be opened with an initial \$0 balance. However, DCBank reserves the right not to open an Account if our Account opening requirements are not met.

4. **Telephone, Computer, Electronic Instructions.** By opening your Account with us you agree that all further business with us may be conducted on your instructions through any medium offered by us. All transactions by telephone, computer, or other means, electronic or otherwise, will have the same legal effect as if you authorized these transactions in writing.

5. **Currency Type & Interest.** You may only open your regular (personal) Account in Canadian currency. Interest is not paid on any Accounts.

6. **Service Charges and Account Fees.** We may charge for our services and deduct these charges and service fees from your Account. We may change charges and service fees from time to time. You authorize us to deduct the Account fee from your Account each month the Account is open as well as the fees for each additional debit transaction(s) made on any of your Accounts in excess of the various limits within the Account plan you have selected. You confirm you have received the Account fees disclosure documentation and agree to be bound by its terms, including any changes to or replacements of the Account fees disclosure documentation made by DCBank from time to time. Account Fees only become payable when and if an amount is deposited into your personal account.

7. **Linking to an External Account.** You may establish a link between your DCBank Account and your External Account by following one of the procedures authorized by us for linking accounts (for example, providing us with an encoded personal deposit cheque from your other Canadian financial institution). You must confirm (verbally or otherwise) to us that you wish to link your External Account to your DCBank Account. We may limit the number of External Accounts that can be linked.

8. **Deposit and Withdrawal Transactions.** You can transact on your DCBank Account in any of the following ways:

You may transfer funds between your DCBank Account and your linked External Account at your other financial institution (if you have set up a linked External Account) by electronic funds transfer. DC Bank
We will not accept cash, cheques, money orders or traveler's cheques.

Withdrawals from your Account may be made at any ATM that displays the network symbol found on your card.

Deposits to or withdrawals from your Account may be reversed if the deposit or withdrawal request cannot be delivered to your other financial institution or is returned for any reason. Transactions and/or balances may be limited in dollar amounts or otherwise as may be determined by us and such limits may be changed in our sole discretion without notice to you.

9. **Limitation of Liability.** You release the bank from any liability or claim for failure to act, execute or complete any instructions due to any reason beyond the bank's control. This includes but is not limited our failure to carry out instructions that you have given to us. We reserve the right to contact you to get confirmation of any written or verbal instructions before processing any transaction but we will not be liable due to our inability or failure to contact you in order to confirm such instructions. You agree that all telephone calls and other electronic correspondence may be recorded and kept as a record of your instructions. We may change the requirements for and manner of transferring funds into and out of your Account at any time.

You understand and agree that, except as otherwise provided in this Agreement, DCBank will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of DCBank arising directly from the performance of DCBank of its obligations under this Agreement and DCBank will not be liable to you for any other direct damages. In addition, DCBank will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if DCBank was advised or the possibility of damages or was negligent. These limitations apply to any act or omission of DCBank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of DCBank, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

10. **Evidence Regarding Electronic Communication.** A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

11. **Clearing, Settlement and Payment.** We may present and deliver instruments for payment, clearing, collection, acceptance or otherwise through any bank or other party as we deem appropriate. Such bank or other party shall be considered to be your agent and we will not, in any circumstances, be responsible or liable to you for the acts or omissions of such bank or other parties, however caused, in the performance of this service. We are also not liable for the loss, theft, destruction or delayed delivery of any instrument while in transit to or from, or in the possession of any bank or other party. If DCBank or our agent presents an instrument to another financial institution for payment on your behalf and the other financial institution refuses to recognize or provide payment on that instrument for whatever reason, you will remain responsible for the amount of that instrument deposited with us.

12. Indemnity. You agree to indemnify us against any claims, costs or liabilities incurred by DCBank in connection with any services provided by us to you or any other dealings between you and DCBank, including any claim or liability resulting from our endorsement on any instrument, arising out of a forged or unauthorized signature on that instrument or otherwise. This indemnity survives expiry or termination of this agreement.

13. Holds on Your Funds. We reserve the right, in our sole discretion, to investigate an Electronic Funds Transfer ("EFT") in any circumstance including, without limitation, in the following circumstances; (a) to meet our legal and regulatory requirements; (b) to manage and assess our risks; and (c) to prevent actual or potential loss in connection with illegal activity. An account credit for funds received by EFT may be delayed or refused as a result of us exercising our above described rights to investigation.

14. Updated/New Personal Information. When we receive new or updated personal information concerning your Account, we may put a hold on your Account in order to verify such information. We may also request supporting documentation so that we can confirm updated or new information, and we may maintain the hold on your Account until your updated or new personal information can be confirmed.

15. Email and/or Text/SMS Messages. If you indicated "Yes" beside either or both of "Authorization: I wish to receive transaction & balance information by text (SMS)" above and have provided an email address or cellular phone number capable of receiving text/SMS messages, then you are consenting to the sending of messages by DCBank and Outside Service Providers (as defined below) to such email or text/SMS accounts from DCBank. Messages sent may include information regarding transactions (including purchases, fees, refunds, etc.). You are acknowledging that selecting any of these options will result in personal and private information regarding the use of your account be sent to the designated email addresses and phone numbers and that it is your responsibility to assure the numbers provided are secure and under your control. If you would like to revoke your consent to receive Email or text/SMS messaging you may do so by following DCBank's procedures on your online banking or by calling our customer support center. If the email addresses or cellular numbers you provided are invalid, cease to be active, or bounce back messages indicating the applicable email or phone account is not able to receive messages, DCBank will have no obligation to try to contact you through other means to obtain a valid and operating email address or cellular number. Any cost incurred by you as a result of receiving email messages or text/SMS messages are your responsibility.

16. Privacy Principles. We are committed to keeping individuals' personal information accurate, confidential, secure and private. A copy of the DCBank Privacy Code will be made available to you when you open an Account. The DCBank Privacy Code is also available on our website at www.dcbank.ca. By applying to open an Account with us, you consent to the collection, use and disclosure of your personal information in accordance with the Privacy Code. You also agree that in order to establish your identification and to protect both you and DCBank from fraud, we may collect and use your personal information that has been obtained from credit bureaus, credit reporting agencies, and credit insurers. By opening an account with us, you consent to the collection and use of your personal information to provide you with information about DCBank's products and services, or about the products and services of our affiliates and partners. We may share your personal information with third parties that provide services on our behalf, related to the management of your account and marketing services. You may withdraw your consent to such use, whether added or modified, at any time by notifying DC Bank in writing. In the event consent is withdrawn, you must return your Card to DC Bank. Your account will be closed and any balance, less a cancellation fee, will be returned to you by DC Bank.

17. Confidentiality and Accessing Your Account with Your Web Banking Password. You are responsible for and give us your authorization to carry out all instructions given verbally using your Account numbers or electronically using your web banking password. We will not be liable to you for any loss or claim arising out of our relying on verbal verification of account number or electronic instructions provided to us using your web password. No DCBank employee or agent will ever ask you verbally for your Online Banking Password that you are currently using. You are the only person who should know it.

Your password must be kept confidential. You alone are responsible for your password security. When you give us instructions by cellular phone, e-mail, or other non-secure methods we cannot guarantee confidentiality because third parties can intercept these methods of communication. If any other person becomes aware of your password for any reason you must notify us within 24 hours of learning of any of the following; (i) that your Password was disclosed to, or obtained by, anyone else or may be known by anyone else, (ii) that unauthorized use of Electronic Banking Services may be occurring; or (iii) the loss, theft or misuse of a mobile device that you registered with us for Electronic Banking Services.

18. Overdrafts. DCBank does not specifically permit your Account to go into an overdraft (negative) position. However, depending on the types of transactions you engage in and the fees (the fees are set out in the fee disclosure documentation) that may be payable in connection with your Account it is possible that your Account could go into an overdraft position. Overdraft balances in your Account are not a loan by DCBank to you and no interest is charged by us on such overdraft/negative balances. However, if your Account falls into an overdraft position, we will charge a flat monthly overdraft fee without notifying you. You must repay any overdraft amounts on demand.

19. Right of Setoff. We reserve the right to use all of the money in your Account(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency. (That is what is known as a "set-off"). You agree to allow us to use some or all of the money in your Account, to buy any currencies that may be necessary to pay debts that you owe us. In the case of a joint Account, all Account holders consent to our using all money up to the full amount on deposit, as payment for any debt or obligations you owe us, regardless of each individual joint Account holder's contribution to the Account.

20. Account Statements and Confirmation of Transactions. Account statements will be provided to you online at DCBank's web site (www.dcbank.ca). We may still choose to send a statement to you, either by mail or by electronic means. If an account statement is sent to you, it will be delivered to the primary account holder's last address in our records. You agree that you will examine all of your account statements and other transaction records regularly (at least once every thirty days). If you discover any errors or omissions in your account statements and/or other transaction records, you must notify us of such errors or omissions within 45 days of the date of the transaction date. We will consider account statements and other transaction records to be accurate if we do not receive any notice from you to the contrary. We shall not be liable to you for any loss or claim arising as a result of any errors or omissions in account statements and other transaction records within such period.

21. Closing of Accounts. You can close your Account with us at any time. We also have the right to close your Account for any reason, and pay you the balance via cheque to your address of record, if any, according to our rights of setoff described above. Upon receipt of the proper legal documentation following your death, we will transfer the balance of your funds to your legal representative and close your Account. If any joint account holder dies who is a resident of any province or territory within Canada outside of Quebec, any positive balance may be withdrawn or made payable to the surviving joint account holder. For Quebec residents only, any positive balance shall be settled in accordance with the estate of the deceased joint account holder.

22. **Inactive Accounts.** You understand that your Account will be marked as inactive if no activity (withdrawal, deposit or online transaction, initiated by you) occurs in the Account for a period of one year. We will charge the Dormant Fee of **\$5.95** monthly to your Account after 60 days of inactivity, and if there are insufficient funds to cover such fees, you authorize DCBank to close your Account without notice. If you have not contacted DCBank within ten years from the date the Account was marked as inactive, the Account will be designated as abandoned and in accordance with applicable law, the balance of your Account will be transferred to the Bank of Canada. It will be your responsibility to file a claim with the Bank of Canada to obtain the balance.

23. **Changes to this Agreement.** We may change these Account Terms at any time, and any changes will be effective 35 days following notice to you. Notice of changes to the Account Terms may be distributed through DCBank statements, newsletters and/or posted on the DCBank web site. DCBank may also send a text or email (if you have opted in for this) to you letting you know of the availability and location of the electronic notice. If you access or have funds on deposit in any Account at DCBank after the effective date of the change, you automatically accept the change. Notice of changes will be posted at all Agent locations 60 days prior to effective date of the change.

24. **Interest Rate.** We do not pay any interest on Accounts.

25. **Acceptance of Account Terms.** At our discretion we may accept your signature, or other evidence of your acceptance of these Account Terms received by facsimile, telephone or other electronic means, as your original signature or acceptance.

26. **Communication by Regular Mail.** All communications from DCBank to you (including notices that deposits into or withdrawals out of your Account could not be accepted or items have been returned) will be sent by regular mail unless otherwise stipulated by DCBank.

27. **Payment and Clearing Systems.** We do not control the national payments system or other payment system participants used in the process of transferring your money. We cannot guarantee a time of delivery for requested funds transfers. However, we will make reasonable efforts to facilitate your funds transfer requests.

28. **Language.** You have expressly requested that this document and all other documents related to your Account be written in English. Vous avez expressément demandé que ce document et tout autre document concernant votre compte soient rédigés en anglais.

29. **Complaints or Concerns about these Terms.** These Account Terms are governed by the laws of the Province of Alberta and the laws of Canada applicable in Alberta. If you have any questions regarding these Account Terms or you have complaints in connection with your Account, please call us at 1-888-466-4043 or visit the DCBank web site (www.dcbank.ca).

30. **Financial Consumer Agency of Canada.** The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to make sure that they comply with federal consumer protection laws. The FCAC also helps educate consumers and monitors industry codes of conduct and public commitments designed to protect the interests of consumers. We must comply with many consumer laws that protect you in a number of ways. For information about

31. **Interac e-Transfers.** Interac e-Transfer is a fast, secure and convenient way to send money to anyone in Canada from within the secure DCBank online banking application. Money can be sent anyone with a Canadian dollar account at a Canadian Financial Institution. All you need is their email address or mobile phone number. *(Service fees, in addition to regular debit service fees apply. To receive an e-Transfer immediately the recipient must bank online with a participating bank. Otherwise, their account must be with a CPA member financial institution, and they may experience a delay and be charged a service fee when receiving funds).* Once a transfer has been deposited, it cannot be cancelled or reversed. For a list of participating financial institutions please visit interac.ca. Service fees of \$1.50 per e-Transfer will apply.

32. **Bill Payment.** Any bill payment request processed through DCBank online or mobile banking will be deemed to have been received by DCBank on the date the transaction is posted to the designated Account. Bill payments will be processed for payment Monday through Friday if entered prior to midnight EST. Any bill payments entered on Saturday, Sunday or holidays will be processed on the next business day. Processing typically takes 3-5 business days.

We are not responsible for the processing of or any of the posting procedures or practices of your designated Bill Payment Companies and we are not responsible if they charge you late fees or interest penalties. When you make a bill payment using our online banking or mobile payment app you are responsible for ensuring that the Bill Payment Company (including account numbers and payee names) required by us to complete your payment instructions to that Bill Payment Company is accurate at all times. We may, without notice to you, update your bill payment profile information if we are advised of a change by the Bill Payment Company.

Transactions involving Accounts with insufficient cleared funds at the time of processing will be rejected. You acknowledge that once you have confirmed the details of a payment you may not revoke or stop the payment.

33. **Non-Residents.** You will advise DCBank if you cease to be a Canadian resident.

34. **No waiver of DCBank's Rights.** If DCBank fails to exercise any of its rights under these Account Terms, this will not be a waiver of DCBank's rights and will not prevent DCBank from exercising these rights in the future.

35. **Verification of Identity.** You agree and acknowledge that DC Bank will verify the information provided to ensure its accuracy. You understand that before your DC Bank account can be opened you may be required to meet with a DC Bank new accounts officer in order to verify your identification. You agree and acknowledge that the personal information provided to DC Bank may be used to verify your identity with a credit reporting agency.

B. TERMS THAT APPLY TO ACCOUNTS/CLIENTS WHICH HAVE BEEN ISSUED A DEBIT CARD IN ADDITION TO GENERAL TERMS ABOVE

36. **Additional Definitions.** "Card" means a DCBank Access Card. "Cardholder" means each person whose name appears on the Card.

37. **Acceptance of Terms.** Signing, using or accepting the Card will confirm your acceptance of the terms contained within this Agreement. If there is more than one Cardholder, each Cardholder shall be jointly and severally responsible to DCBank for performing all of the obligations under this Agreement.

38. **Service.** DCBank will permit you to use your Card to access your DCBank Accounts as follows:

(a) Access will be provided to those Accounts that DCBank may permit from time to time (the "**Account(s)**");

(b) Permitted transactions will include those transactions which DCBank 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 DCBank governing the Account(s) being accessed by your Card (the "**Account Agreement(s)**"); and

(d) DCBank may, in its sole discretion, provide you with the ability to use any direct payment terminal or other direct payment machine which DCBank approves for use from time to time ("**Debit Terminal**"), any other transaction device which DCBank 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 branded DCBank via outside computer networks, and which DCBank approves for use from time to time. The outside network administrators will charge your Account a network and/or convenience fee for such use. The outside network and/or convenience fee will be posted to your Account. In addition, there will be an additional fee charged by DCBank noted on the fee disclosure document.

39. **Use of Service.** You will use the Service in accordance with DCBank's instructions, that are in effect and may change from time to time, and, that are communicated to you by DCBank. 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. DCBank may impose daily limits on any Permitted Transaction, and may change these limits at any time without notice to you. DCBank 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 DCBank will process a Permitted Transaction at the time of the transaction. DCBank may place a hold on a Permitted Transaction pending its verification. DCBank may decline to accept a transaction at any time. DCBank may process a Permitted Transaction made on a weekend or holiday on the next banking day. DCBank may process a Permitted Transaction in accordance with the terms of the Account Agreement(s) governing the transaction. You must not use your Card for illegal purpose, including the purchase of any goods and/or services prohibited by local law.

You agree not to use your Card after the expiry date (embossed/printed) on the Card.

40. **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 DCBank on the date the transaction is processed. This rate may differ from the rate in effect on the date of the transaction.

41. **Access to the Service.** DCBank 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. DCBank 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.

42. **Termination.** The Card provided to you is the property of DCBank. You agree to return all such cards immediately to DCBank on request. If you terminate this Agreement you will immediately return all Cards to DCBank. You shall remain liable for any use of the Card following termination of this Agreement in accordance with the terms of this Agreement.

43. **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. DCBank recommends that you do not keep a written record of your PIN.

44. **Lost or Stolen Card - Failure to Keep PIN Confidential.** You must notify DCBank 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.

45. **Your Liability.** 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 DCBank. You are not liable for any unauthorized use of your Card except in the following circumstances in which case your liability each day is limited to your Daily Withdrawal limit.

(a) in the event that you fail to notify DCBank in accordance with section 44 of this Agreement;

(b) in the event that you fail to keep your PIN confidential in accordance with section 43 of this Agreement; or

(c) in the event that you fail to cooperate with DCBank and its investigation of the unauthorized use.

46. **DCBank's Liability.** DCBank 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.

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

DCBank 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, DCBank will credit the Account(s) designated by you with the amount to be refunded, only upon receipt by DCBank of a properly issued credit voucher or other appropriate verification or authorization of the refund.

DCBank 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 DCBank or other premises.

DCBank 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.

DCBank 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 this Agreement; or b) which result from your breach of this Agreement; or c) which result from any misuse of your Card or PIN. DCBank 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.

You understand and agree that, except as otherwise provided in this Agreement, DCBank will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of DCBank arising directly from the performance of DCBank of its obligations under this Agreement and DCBank will

not be liable to you for any other direct damages. In addition, DCBank will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if DCBank was advised or the possibility of damages or was negligent. These limitation apply to any act or omission of DCBank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of DCBank, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences. This paragraph shall survive any termination of this Agreement

47. **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 DCBank.

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 DCBank of any omissions, errors, or objections in the Account Statements. Should any dispute arise regarding any transaction, you agree that DCBank's records will be admissible records in any legal proceeding for the purpose of evidencing your liability with respect to such transaction.