



Toll Free Phone: 1-866-231-0373

Toll Free Fax: 1-866-777-5519

Web Site: www.dcbank.ca

Card balances can be checked 24/7 at the numbers/websites indicated in bold (Balance Inquiry Fees Apply)

# AGREEMENT

between

**DirectCash Bank** ("DCBank")  
and the "**Customer**" noted below

Date:	Merchant:	Merchant Location Name:	Store Number:
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## CUSTOMER INFORMATION & AGREEMENT

The undersigned Customer acknowledges having read the entire agreement and accepts the terms and conditions set out below. DCBank's acceptance of this agreement and the Prepaid Cardholder Agreement (if fully completed) shall be evidenced by the issuance of a Prepaid Card to Customer and the activation of that Prepaid Card for use by Customer.

Customer First Name:	Customer Middle Name:	Customer Last Name:	Customer Phone Number (Home):	Customer Phone Number (Work or other):
Customer Street Address:		City:	Province:	Postal Code:
Customer Occupation:	Customer Birthdate:	Cell Phone Number:	Customer Email:	

Customer's Signature: <b>X</b>	Authorization: I wish to receive transaction & balance information by text / SMS: (see Sections 21 & 22 below for privacy details) <input checked="" type="checkbox"/> YES	Authorization: I wish to receive transaction & balance information by email: (see Sections 21 & 22 below for privacy details) <input checked="" type="checkbox"/> YES
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**"Politically Exposed Person" ("PEP")** means **(A)** any person who holds or has ever held one of the following offices or positions in or on behalf of a country: (1) a head of state or government, (2) a member of the executive council of government or member of a legislature, (3) a deputy minister (or equivalent), (4) an ambassador or an ambassador's attaché or counsellor, (5) a military general (or higher rank), (6) a president of a state owned company of bank, (7) a head of a government agency, (8) a judge, or (9) a leader or president of a political party in a legislature; or **(B)** any of the following family members of an individual described in (A)(1)-(9): (i) mother, (ii) father, (iii) spouse, (iv) common law partner, (v) spouse's or common law partner's mother or father, (vi) brother, (vii) sister, (viii) half-brother, or (ix) half-sister, (in all cases regardless of citizenship, residence status, or birth place). **"Politically Exposed Canadian Person"** or **"Domestic PEP"** means a PEP in/from/related to Canada. A **"Politically Exposed Foreign Person" ("PEFP")** means a PEP in/from/related to a country outside of Canada

Are you a "Politically Exposed Foreign Person" or "Politically Exposed Canadian Person" (see definition above)?  Yes  No

## PREPAID CARD

Customer Agrees to Card Fees Below

Copy of Prepaid Cardholder Agreement Delivered

Activation Fee	Free
POS (Purchase) Transaction – Canadian, U.S., International	Free
Real Time Balance Alert (SMS or Email)	Free
Phone Balance Inquiry (Interactive Voice Response)	Free
Inactivity Fee	Free
ATM Withdrawal – Canadian, U.S., International	\$2.95
Trace Fee	\$0.50
Decline Fee	\$0.50
Live Telephone Customer Service ("CSR")	\$3.00
Monthly Fee <b>(30 days after activation)</b>	\$1.49
% Fee On All International Transactions	2.50%



Toll Free Phone: 1-866-231-0373  
Toll Free Fax: 1-403-451-3069  
Web Site: [www.dcbank.ca](http://www.dcbank.ca)

## PREPAID CARDHOLDER AGREEMENT

between

**DirectCash Bank ("DCBank"), and  
the "Cardholder"**

### PREPAID CARDHOLDER AGREEMENT

By obtaining and using a DCBank Prepaid MasterCard, Visa or Interac Debit Card, Cardholder agrees to be bound by and accepts the following terms and conditions of this Agreement, and acknowledges having read and understood this entire Agreement.

1. This Prepaid Cardholder Agreement ("Agreement") constitutes a binding agreement between DirectCash Bank ("DCBank") and you (the "Cardholder") with respect to the terms of use of the Prepaid Debit Card or the Prepaid Credit Card (each, a "Card") that is issued by DCBank and which you receive from an authorized distributor ("Distributor") of DCBank. By accepting the Card from the Distributor and using the Card, you agree to be bound by and accept the terms and conditions set out herein. In this Agreement, the words "you", "your" and "yours" mean the Cardholder and any person who uses the Card. "We", "us", "our", "Issuer" and "DCBank" mean DirectCash Bank. This agreement is between you and DCBank. You should keep a copy of this Agreement with your important records.
2. The Distributor will provide you with a Prepaid Debit Card or Prepaid Credit Card issued by DCBank. You must sign the back of the Card immediately upon receipt and before making any use of the Card. Your signature is evidence of your consent to be bound by the terms and conditions of this Agreement.
3. In the case of Prepaid Credit Cards only, DCBank (or a Distributor) may provide you with a temporary "instant issue" Prepaid Credit Card issued by DCBank. Subsequently DCBank may issue and send you by mail (to the address you provided to the Distributor) a permanent Prepaid Credit Card with your name on it. Once you receive and activate your Card with your name on it, your temporary card will no longer be active. In this Agreement the term "Card" includes both the instant issue Card and the permanent Card.

#### OWNERSHIP OF THE CARD

4. The Card is owned by DCBank and will remain the property of DCBank. The Card is provided to you for use so long as you continue to act in accordance with the terms and conditions set out in this Agreement as amended from time to time. You agree to return the Card to DCBank or as DCBank instructs, immediately upon request by DCBank. The Card is provided to you, the Cardholder, only. You may not sell, assign or transfer the Card to a third party without the consent of DCBank.

#### USE

5. You agree to use the Card only for legal purposes. You may access any funds available on the Card ("Balance") to purchase goods and services wherever the card is accepted by a merchant ("POS Transaction"). The Card includes a Personal Identification Number ("PIN") and can be used to access any Balance available on the Card to obtain cash at ATMs displaying the Network Logo or Acceptance Marks that are on the Card. Interac Cards allow the Cardholder to use any direct payment terminal or ATM which displays the Interac logo. A MasterCard prepaid Card can be used at any payment terminal or ATM that displays the MasterCard or Cirrus logo. A Visa prepaid Card can be used at any payment terminal or ATM that displays the Visa or Plus logo. When you use the Card, the amount of the purchase plus any applicable fees and taxes for the POS Transaction will be deducted from the available Balance associated with the Card. The Card may also be used to access other services which DCBank may offer, in its sole discretion, to the Cardholder from time to time.
6. To avoid problems when using your Card we recommend that you don't use your Card in the following situations:
  - a. Where a hold is placed on your Balance. This may happen when you rent a car, reserve a hotel room or pay for gas at the pump. In these situations, you can still use your Card to pay for the services when you complete the transaction. For example, you can use your Card when you return the rental car, when you check out of your hotel room, or when paying for gas at the register.
  - b. Where restaurants or other establishments ask us to authorize an additional amount (typically, a fixed percentage of approximately 20%) over the bill amount that is presented to you, to cover the tip that they expect you will add to the bill amount. To avoid a decline or a hold if your Balance is low, we recommend that you ask the establishment to authorize a specific dollar amount instead of a percentage. We do not guarantee that the establishment will agree to this.
7. Provided you comply with the terms of this Agreement, the Card will be valid and usable until the Balance is depleted or until the expiry date on the Card. When your Card expires, you can purchase another Card by calling our Client Contact Centre at 1-866-231-0373, or by visiting one of our Distributor locations. To add or increase a Balance on the Card, you must provide funds to the Distributor or any other authorized merchant that offers the Card on behalf of DCBank. This process of adding or increasing a Balance on the Card shall hereafter be referred to as "loading" the Card. The maximum value that can exist on the Card at any time may not exceed \$7,000.00. The maximum and minimum balance amounts that you may load on the Card in any 24 hour period is \$2,500.00 and \$15.00 respectively. The maximum amount allowable for purchases of goods and services is \$2,500.00.

per day and the maximum amount allowable for cash withdrawals from ATM's is \$1,500.00 (combined ATM and POS transaction daily limit is \$2,500.00). Subject to applicable Card fees, funds loaded to the Card in-store or via card-to-card transfer will be available immediately after the loading is confirmed by DCBank. The time before funds become available may vary for other load types. **YOU ARE NOT ALLOWED TO EXCEED THE BALANCE AVAILABLE ON YOUR CARD FOR ANY POS TRANSACTION OR ANY ATM TRANSACTION.** It is the Cardholder's responsibility to ensure that there is always a sufficient Balance on the Card to cover the transaction. Some types of retail transactions can result in a negative Balance on your Card, if you have not ensured that there is a sufficient Balance on the Card to cover the transaction. In this event, you will be responsible to pay to DCBank the negative Balance on your Card, **AS WELL AS AN OVERDRAFT FEE.**

8. You may obtain information about the remaining Balance on your Card by calling us toll free 24 hours a day, seven (7) days a week at 1-866-231-0373 or accessing the website at [www.dcbank.ca](http://www.dcbank.ca) (the "Website") or signing up for email and web-based text alerts to your cell phone. Information about transactions made with your Card is available online at [www.dcbank.ca](http://www.dcbank.ca). DCBank will, upon your request and for a fee, mail to you a written statement of transactions made with your Card.
9. You should receive a paper record of each POS Transaction or ATM transaction for which you use the Card. It is your responsibility to obtain such record and ensure that it is accurate. DCBank is not responsible for providing you with any transaction record or periodic statement. If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator. Furthermore, you must notify DCBank by calling toll free at 1-866-231-0373 or going online at [www.dcbank.ca](http://www.dcbank.ca) within thirty (30) days after the receipt is issued on which the problem or error appeared, failing which DCBank will have no responsibility to assist you to rectify the situation.
10. Pre-Authorized Debit (PAD) transactions, where you authorize a company or organization to withdraw funds from your Card Balance, are not permitted. All PAD transactions attempted on your Card will be rejected and DCBank will not be liable for any costs incurred by you as a result.
11. In the event that you receive cash or credit in excess of what has been paid by you through error or mistake of DCBank, a Distributor or merchant or otherwise, DCBank may correct such error when discovered and adjust the Balance available on your Card. You agree to reimburse DCBank for any excess cash or credit received by you forthwith upon demand by DCBank.
12. Your Card is a Canadian dollar Card. We convert transactions made in a foreign currency to Canadian dollars. . If you make a purchase or obtain funds with the Card in a currency other than Canadian currency, you authorize us to convert the amount of such transaction to Canadian currency based on the rate charged by the card network (Visa, MasterCard or Interac Debit) on the day we process the transaction, plus an administration fee of 2.50% of the amount of the transaction. We will also convert credits (e.g. refunds or returns) in a foreign currency to Canadian currency based on the rate charged by the network (Visa, MasterCard or Interac Debit) on the day we process the credit, plus an administration fee of 2.50% of the credit. Our refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded. The difference between our purchase exchange rate and our refund exchange rate means that the amount credited to your Card for a refund of a foreign currency transaction will in most cases be less than the original amount charged to your Card for the transaction.
13. If the available Balance on the Card is not sufficient to complete a transaction or purchase and pay any associated fees and taxes, the transaction will most likely be declined. You can ask the merchant if they will accept a split tender transaction. This will enable you to use the available Balance on your Card and cover the difference with another form of payment. Merchants are not obliged to accept split tender transactions.
14. A merchant may not process a credit to your Card unless DCBank is able to verify a previous debit transaction by that merchant for an amount equal to or greater than the amount of the credit.
15. The Card represents a general liability to DCBank. The funds provided by you to the Distributor to pay for the Balance loaded on the Card are not a deposit with DCBank or a Distributor and do not establish a separate individual deposit account. You will not receive interest on the Balance on the Card or on the funds you provide to the Distributor. The Balance on the Card is not insured by the Canada Deposit Insurance Corporation (CDIC), and is subject to normal risks.
16. The Card is not a credit card or charge card and will not enhance your credit rating.
17. If you report to us an erroneous Card transaction and our investigation shows that it was not the fault of the merchant or ATM operator, we will apply a Chargeback fee to your Card Balance.
18. If your Card has a negative Balance and three consecutive transactions are conducted while the Card is in this state, DCBank will disable the Card to prevent any further transactions until the Balance on the Card is brought back into credit.

#### **LOST OR STOLEN CARD OR PIN**

19. If you lose your Card, someone might be able to use the Balance on the Card. A Prepaid Credit Card can be used without a PIN to make purchases. A Prepaid Debit Card may not be used without a PIN to make purchases. You are solely responsible for the care and control of your Card and for maintaining the confidentiality of your PIN. The PIN is provided solely for your use and security when withdrawing cash from ATMs, and in the case of a prepaid Debit Card for POS purchases. You should not maintain a written record of or disclose the PIN to any third party, including family members and friends. You are responsible for all uses of the Card with the PIN at an ATM, whether initiated by you or anyone else using your Card and PIN.

20. If you lose your Card and/or PIN or you become aware that your PIN may have become known to someone else, you should immediately call us toll free at 1-866-231-0373. If you give us your name on the Card and the Card number, DCBank will refund any remaining Balance after we process all transactions that were completed before we had an opportunity to act on your information. DCBank will have a customer service representative available seven (7) days a week, 24 hours a day that will allow immediate cancellation of the Card upon your request. You will be required to answer an identifying question drawn from your personal information. You must exercise reasonable care in safeguarding the Card from risk of loss or theft. A replacement Card with any remaining Balance less our fees will be issued within ten (10) days after you report the Card lost or stolen to ensure that all transactions have been processed properly.

#### **PERSONAL INFORMATION CONSENT**

21. So DCBank may issue the Card to you through the Distributor, an authorized Distributor may load the Card, and DCBank and the Distributor may provide the Card services described in this Agreement to you, DCBank and the Distributor will collect and use your personal information, including, but not limited to your name, address, telephone number and date of birth, and may access details of the use of the Card. This personal information will be used by DCBank and the Distributor to confirm your identity, obtain a credit report, provide Card services to you, provide notifications, communicate with you by telephone or writing, report to any governmental body or agency that DCBank may be required to report to, report to a credit bureau or to a third party collection agency, and to collect any amounts owed by you to DCBank and will be shared with DCBank's service providers to offer you specialized products and services or assess whether such products and services may be of interest to you. Except as required by law or as stated herein, DCBank and the Distributor will maintain your personal information in confidence and will not disclose your personal information to persons (other than each other for the purposes of this Agreement) and DCBank's service providers without your consent. You agree that DCBank may add to or modify the uses of your personal information by posting such additions or modifications on the Website and by providing notice to you by email to your email address provided by you or by post to your address provided by you. You may withdraw your consent to such use, whether added or modified, at any time by notifying DCBank in writing. In the event consent is withdrawn, you must return your Card to DCBank. Your Card will be cancelled and any balance, less a cancellation fee, will be returned to you by DCBank.
22. If you indicated "Yes" beside either or both of "Authorization: I wish to receive transaction & balance information by text (SMS)" 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 card 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 discontinue Email or text/SMS messaging you may do so by following DCBank's procedures 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.

#### **FEES**

23. Card fees will be disclosed to you at the time of the issuance of the temporary Card and will be posted in the Distributor's location. Card fees are also available online at [www.dcbank.ca](http://www.dcbank.ca). You acknowledge being advised of the fees and agree to pay applicable fees in effect for the services available under this Agreement.
24. Without limitation, fees may be charged by DCBank for Card issuance, Card loading and reloading, monthly maintenance, ATM fees, Card replacement, de-activation, re-activation, Card statements and any other fees published as described herein. Fees may be changed by DCBank from time to time by posting notice on the Website 60 days immediately before the effective date of the new or increased fees. DCBank will also send a notice to the most recent Cardholder address provided at least 35 days before the effective date of the new or increased fee. By use of your Card after the effective date or the new or increased fees, you agree to the new schedule of service and fees. You are aware that when using the Card, ATM operators and merchants may charge separate additional fees for their services.

#### **NO LIABILITY**

25. Neither DCBank nor the Distributor will be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card, the failure of any retailer to honor the Card, or the failure of an ATM machine to dispense cash. DCBank and the Distributor are not responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from retailers through the use of the Card. Neither DCBank nor the Distributor will be liable for any action or failure to act of a retailer or a refusal by a retailer to honor the Card whether or not such failure or refusal is as a result of any error or malfunction of equipment used to effect an authorization of the Card. DCBank will not be liable for any damage, loss or inconvenience you may incur if you are unable to use the Card as a result of any failure, error, malfunction or technical problem with or at our Distributors or with our or our service providers' system or equipment, or with an ATM.

26. If you have a complaint or inquiry about any aspect of your Card or Card Balance, please call our complaint officer at 1-866-231-0373. DCBank will do our best to resolve your complaint or inquiry. If for some reason we are unable to do so to your satisfaction, you may refer your inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. You may also communicate the complaint or inquiry to: Financial Consumer Agency of Canada, 427 Laurier Avenue West, 6th Floor, Ottawa, ON, K1R 1B9, Tel: 1-866-461-3222.
27. Except for any cardholder residing and domiciled in the province of Quebec, with respect to any action or claim related, directly or indirectly, to a complaint or inquiry, you agree that joinder or consolidation of any action with the action or actions of any other persons is not permitted and you will not request and will oppose any such joinder or consolidation. Furthermore, you agree not to commence or participate in any class action either as a representative plaintiff or as a member of a plaintiff if the class action involves directly or indirectly any complaint or inquiry arising out of or related to this Agreement.
28. You must take reasonable care to keep your Card safe from loss, theft or misuse. You must notify us by telephone within 24 hours if you learn of the loss, theft or misuse of your Card, or if you know or suspect that someone else knows your PIN. You must not allow any person other than yourself to use your Card. If you authorize or permit someone else to use the Card and/or PIN, you will be liable for all resulting transactions and any fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the Card. You will be liable for all charges incurred in connection with the unauthorized use of your Card. With your Card network Zero Liability policy, you will not be liable for any unauthorized transactions made with your lost or stolen card unless you have been grossly negligent or have engaged in fraud. Verification of a Zero Liability claim can take up to forty-five (45) days and may require a police investigation.

### **CANCELLATION**

29. You may at any time terminate this Agreement by surrendering of the Card to the Distributor and the Distributor shall reimburse you any outstanding Balance remaining on the Card less any outstanding fees. Alternatively, you may call 1-866-231-0373 and cancel the Card and a cheque will be mailed to you within forty-five (45) business days. DCBank may terminate this Agreement at any time, at which time you will immediately return the Card to DCBank or as DCBank directs. DCBank or its Distributor shall reimburse you any outstanding Balance remaining on the Card less outstanding fees. In the event that there is not a sufficient Balance on the Card to pay monthly maintenance fees, DCBank may de-activate the Card without notice. You may be required to pay a re-activation fee thereafter to use the Card. Despite any termination of this Agreement, you must fulfill all of your obligations under this Agreement, and you remain responsible for any use of your Card even after the Card is terminated or expires.

### **ENTIRE AGREEMENT**

30. This sets out the entire agreement between the parties with respect to the use of the Card. This Agreement replaces all prior agreements and understandings between the parties with respect to the Card.

### **AMENDMENT**

31. Subject to the provisions of clause 24 hereof, DCBank may amend this Agreement by posting changes to this Agreement or a replacement form of this Agreement on our website or sending notice to you via postal mail. Any changes will be effective on the effective date of the amendment specified in the posting or notice and you will be deemed to accept and be bound by the amendment upon use of the Card following the effective date. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify DCBank that you are terminating this Agreement.

### **NOTICE**

32. DCBank may effect notice to you subject to the provisions of clause 24 specifically by regular mail postage prepaid to the address provided by you to the Distributor or to your last email address provided to the Distributor. DCBank will post notice to you as part of all of a class of Cardholders by posting notice on our website. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic mail. You may notify DCBank by delivering notice to the Distributor or sending notice to DCBank at the Website (other than notification of a lost or stolen Card, which may only be done by telephone as set out above). Notice will be deemed to be received on the date of delivery of notice to the Distributor and the next business day after electronic mail.

### **GOVERNING LAWS**

33. This Agreement will be governed by the laws of the province of Alberta and the laws of Canada applicable therein. The parties submit to the exclusive jurisdiction of the courts of Alberta in relation to any dispute arising out of this Agreement.

### **SEVERABILITY & ASSIGNMENT**

34. If any part of this Agreement is found to be invalid or unenforceable by any court or government agency of competent jurisdiction, that invalidity or unenforceability shall not affect the remainder of this Agreement, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
35. DCBank can assign this agreement or any of its terms to a third party at any time.