

USER AGREEMENT

By obtaining and using a DC TAG, User agrees to be bound by and accepts the following terms and conditions of this Agreement, and acknowledges having read and understood this entire Agreement.

THIS AGREEMENT

1. This User Agreement (the "Agreement") constitutes a binding agreement between DirectCash Bank ("DC Bank"), and you (the "User") with respect to the terms of use of the prepaid account access device (the "DC TAG") that is issued by DC Bank and which you received from DC Bank or an authorized distributor ("Distributor") of DC Bank. In this Agreement, "DC TAG" refers specifically to a plastic mini-card. In this Agreement, the words "you", "your" and "yours" mean the User and any person who uses the DC TAG. "We", "us", "our", "Issuer" and "DC Bank" mean DirectCash Bank. You should read this agreement thoroughly and keep a copy of it with your important records. DC TAG is issued by DC Bank pursuant to a license from Visa Inc. DC Bank has contracted with DirectCash ATM Processing Partnership and DirectCash ATM Partnership (collectively referred to as "DirectCash") to provide processing services for the DC TAG. DirectCash administers loads and pre-authorized reloads as part of the processing services.
2. Having received a DC TAG either from DC Bank or a Distributor, when you use the DC TAG for the first time you are agreeing to be bound by the terms and conditions of this Agreement.

OWNERSHIP OF THE DC TAG

3. The DC TAG is owned by DC Bank and will remain the property of DC Bank. The DC TAG 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 DC TAG to DC Bank or as DC Bank instructs, immediately upon request by DC Bank. The DC TAG is provided to you, the User, only. You may not sell, assign or transfer the DC TAG to a third party without the consent of DC Bank.

USE

4. You agree to use the DC TAG only for legal purposes. You may access any funds available on the DC TAG ("Balance") to purchase goods and services wherever the DC TAG is accepted by a merchant ("POS Transaction"). Your DC TAG can be used at any payment terminal which displays the Visa™ and PayWave logos. When you use the DC TAG, 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 DC TAG. The DC TAG may also be used to access other services which DC Bank may offer, in its sole discretion, to the User from time to time. To avoid problems when using your DC TAG we recommend that you don't use it in situations where a hold is placed on your Balance. This may happen when you rent a car, reserve a hotel room, pay for gas at the pump, or at some restaurants where a tip is added to the transaction after authorization. In these situations, you can still use your DC TAG to pay for the services when you complete the transaction. For example, you can use your DC TAG when you return the rental car, when you check out of your hotel room, or when paying for gas at the register.
5. Provided you comply with the terms of this Agreement, the DC TAG will be valid and usable until the Balance is depleted or until the expiry date shown on the attached DC TAG Information Sheet. Your right to use the Balance on the DC TAG will not expire. When your DC TAG expires, you can obtain another DC TAG by calling our Client Contact Centre at the following toll free telephone number: [1.866.350.2133] (the "User Support Number").
6. To add or increase a Balance on the DC TAG, you must provide funds to the DC Bank directly or through the Distributor. This process of adding or increasing a Balance on the DC TAG shall hereafter be referred to as "loading" the DC TAG. The maximum value that can exist on the DC TAG at any time may not exceed the Maximum Available Balance. A load fee will be charged for each load initiated by the Customer ("The Customer Initiated Fee"). If the customer elects to have the DC TAG reload monthly fee pre-authorized deposits a monthly fee will be charged ("The Monthly Automated Fee").
7. Subject to applicable DC TAG fees, funds loaded to the DC TAG will be available after the loading is confirmed by DC Bank. The time before funds become available may vary depending on the method used to load the funds.
8. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE AVAILABLE ON YOUR DC TAG FOR ANY TRANSACTION. It is the User's responsibility to ensure that there is always a sufficient Balance on the DC TAG to cover the transaction and any applicable taxes. Some types of retail transactions can result in a negative Balance on your DC TAG, if you have not ensured that there is a sufficient Balance on the DC TAG to cover the transaction. In this event, you will be responsible to pay to DC Bank the negative Balance on your DC TAG, AS WELL AS AN OVERDRAFT FEE ("The Overdraft Fee"). You acknowledge that the DC TAG cannot be used to make withdrawals.
9. You may obtain information about the remaining Balance on your DC TAG by calling us toll free 24 hours a day, seven (7) days a week at User Support Number or accessing the website at www.mydctag.ca (the "Website") or signing up for email and web-based text alerts to your cell phone. Information about transactions made with your DC TAG is available online at www.mydctag.ca.
10. You can obtain a paper record of each POS Transaction for which you use the DC TAG from the merchant. It is your responsibility to obtain such record and ensure that it is accurate. Subject to acceptance by a merchant, DC TAG may be used towards partial payment of a purchase. DC Bank 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. Furthermore, you must notify DC Bank by calling toll free at the User Support Number or going online at the Website within thirty (30) days after the receipt is issued on which the problem or error appeared, failing which DC Bank will have no responsibility to assist you to rectify the situation.

11. Pre-Authorized Debit (PAD) transactions, where you authorize a company or organization to withdraw funds from your DC TAG Balance, are not permitted. All PAD transactions attempted on your DC TAG will be rejected and DC Bank will not be liable for any costs incurred by you as a result and will charge a fee for administration of that ("The Pre-Authorized Debit Return Fee")
12. In the event that you receive cash or credit in excess of what has been paid by you through error or mistake of DC Bank, a Distributor or merchant or otherwise, DC Bank may correct such error when discovered and adjust the Balance available on your DC TAG. You agree to reimburse DC Bank for any excess cash or credit received by you forthwith upon demand by DC Bank.
13. Your DC TAG is a Canadian dollar DC TAG. We convert transactions made in a foreign currency to Canadian dollars. If you make a purchase with the DC TAG 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 on the day we process the transaction, plus an administration fee (the "Foreign Transaction Administration Fee") 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 on the day we process the credit, plus the Foreign Transaction Administration Fee. 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 DC TAG for a refund of a foreign currency transaction will in most cases be different than the original amount charged to your DC TAG for the transaction.
14. A merchant may not process a credit to your DC TAG unless DC Bank is able to verify a original transaction by that merchant for an amount equal to or greater than the amount of the credit.
15. The DC TAG represents a general liability to DC Bank. The funds provided by you to the Distributor or to DC Bank to pay for the Balance loaded on the DC TAG are not a deposit with DC Bank or the Distributor and do not establish a separate individual deposit account. You will not receive interest on the Balance on the DC TAG or on the funds you provide to the Distributor. The Balance on the DC TAG is not insured by the Canada Deposit Insurance Corporation (CDIC), and is subject to normal risks.
16. The DC TAG is not a credit card or charge card and will not enhance your credit rating.
17. If you report to us an erroneous DC TAG transaction and our investigation shows that it was not the fault of the merchant, we will apply a ("The Chargeback Investigation Fee") to your DC TAG Balance.
18. If your DC TAG has a negative Balance and three consecutive transactions are conducted while the DC TAG is in this state, DC Bank will disable the DC TAG to prevent any further transactions until the Balance on the DC TAG is brought back into credit.

LOST OR STOLEN DC TAG

19. If you lose your DC TAG, someone will be able to use the Balance on the DC TAG. A DC TAG can be used without a Personal Identification Number to make purchases. You are solely responsible for the care and control of your DC TAG. You are responsible for all uses of the DC TAG, whether initiated by you or anyone else using your DC TAG.
20. You must take reasonable care to keep your DC TAG safe from loss, theft or misuse. You must notify us by calling the User Support Number within 24 hours if you learn of the loss, theft or misuse of your DC TAG. DC Bank will refund any remaining Balance after we process all transactions that were completed before we had an opportunity to act on your information. DC Bank will have a customer service representative available seven (7) days a week, 24 hours a day that will allow immediate cancellation of the DC TAG upon your request. You will be required to answer an identifying question drawn from your personal information.
21. You must not allow any person other than yourself to use your DC TAG. If you authorize or permit someone else to use the DC TAG, 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 DC TAG. You will be liable for all charges incurred in connection with the unauthorized use of your DC TAG.

PERSONAL INFORMATION CONSENT

22. DC Bank and its Service Providers may provide some of the DC TAG services described in this Agreement to you. DC Bank 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 DC TAG. This personal information will be used by DC Bank and the Distributor to confirm your identity, obtain a credit report, provide DC TAG services to you, provide notifications, communicate with you by telephone or writing, report to any governmental body or agency that DC Bank 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 DC Bank and will be shared with DC Bank'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, DC Bank 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 DC Bank's service providers without your consent. You agree that DC Bank 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 DC Bank in writing. In the event consent is withdrawn, you must return your DC TAG to DC Bank. Your DC TAG will be cancelled and any balance, less a cancellation fee, will be returned to you by DC Bank.

23. If you indicated that you wish to receive transaction & balance information by text (SMS) or email when you activated your DC TAG or you choose to do so on the Website, 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 DC Bank and outside service providers to such email or text/SMS accounts from DC Bank. 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 DC TAG 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 DC Bank'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, DC Bank 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

24. DC TAG fees in effect at the time of the issuance of the DC TAG are shown in the DC TAG Information Sheet attached to this Agreement. They are also available at the Distributor's location and online at the Website. You acknowledge being advised of the fees and agree to pay applicable fees in effect for the services available under this Agreement.
25. Without limitation, fees may be charged by DC Bank for DC TAG issuance, DC TAG loading and reloading, monthly maintenance, DC TAG replacement, de-activation, re-activation, DC TAG statements and any other fees published as described in the Information Sheet. Fees may be changed by DC Bank from time to time by posting notice on the Website 60 days immediately before the effective date of the new or increased fees. DC Bank will also send a notice to the most recent User address provided at least 35 days before the effective date of the new or increased fee. You may update your contact information by calling the User Support Number. By use of your DC TAG 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 DC TAG merchants may charge separate additional fees for their services.

NO LIABILITY

26. Neither DC Bank nor the Distributor will be liable in any way for any dispute arising out of the purchase of merchandise or services using the DC TAG or the failure of any retailer to honor the DC TAG. DC Bank 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 DC TAG. Neither DC Bank 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 DC TAG 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 DC TAG. DC Bank will not be liable for any damage, loss or inconvenience you may incur if you are unable to use the DC TAG 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 if the DC TAG is not honored or accepted. In addition to the other limitations of liability of DC Bank and Distributor set out in this Agreement, DC Bank and Distributor shall only be liable for direct damages resulting from the gross negligence, fraud or willful misconduct of DC Bank or Distributor, as applicable, and neither shall be liable for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential damages, loss of profits, loss of revenue, loss of business opportunity or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the DC TAG even if DC Bank or Distributor were advised of the possibility of damages or were negligent. These limitations apply to any acts or omissions of DC Bank and Distributor and their respective affiliates, agents or suppliers.
27. If you have a complaint or inquiry about any aspect of your DC TAG or DC TAG Balance, please call our complaint officer at 1.866.231.0373. DC Bank 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 ADR Chambers Banking Ombuds Office (ADBRO) at 1.800.941.3655 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.

CANCELLATION

28. You may at any time terminate this Agreement by surrendering of the DC TAG to DC Bank and DC Bank shall reimburse you any outstanding Balance remaining on the DC TAG less any outstanding fees. Alternatively, you may call the User Support Number and cancel the DC TAG and a cheque will be mailed to you within forty-five (45) business days. A refund fee ("The Refund Processing Fee will be charged") DC Bank may terminate this Agreement at any time, at which time you will immediately return the DC TAG to DC Bank or as DC Bank directs. DC Bank shall reimburse you any outstanding Balance remaining on the DC TAG less outstanding fees. If this agreement has been terminated, or the DCTAG has been suspended or cancelled, you may be required to pay a re-activation fee thereafter to use the DC TAG. 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 DC TAG even after the DC TAG is terminated or expires.

ENTIRE AGREEMENT

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

AMENDMENT

30. Subject to the provisions of clause 28 hereof, DC Bank may amend this Agreement by posting changes to this Agreement or a replacement form of this Agreement on the 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 DC TAG following the effective date. If you do not agree to any change of this Agreement, you agree to immediately stop using the DC TAG and notify DC Bank that you are terminating this Agreement.

NOTICE

31. DC Bank may effect notice to you subject to the provisions of clause 28 specifically by regular mail postage prepaid to the address provided by you to the Distributor or DC Bank or to your last email address provided to the Distributor or DC Bank. DC Bank will post notice to you as part of a class of all Users 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 DC Bank by delivering notice to the Distributor or sending notice to DC Bank at the Website (other than notification of a lost or stolen DC TAG, 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 or DC Bank and the next business day after electronic mail.

GOVERNING LAWS

32. 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

33. 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.
34. The User may not assign this agreement.
35. DC Bank can assign this agreement or any of its terms to a third party at any time.