



Toll Free Phone: 1-866-231-0373 Toll Free Fax: 1-866-777-5519  
 Web Site: www.dcbank.ca

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

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

CUSTOMER INFORMATION & AGREEMENT				
By signing this agreement the undersigned Customer acknowledges having (i) received and read the entire agreement, (ii) accepted the terms and conditions set out herein, and (iii) agreed to the card fees detailed herein. DCBank's acceptance of this agreement and the Cardholder Agreement (if fully completed) shall be evidenced by the issuance of a Card to Customer and the activation of that 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:	
<b>Customer's Signature:</b>			Date:	

CARD FEES*	
POS (Purchase) Transaction – Canadian (per transaction)	Free
POS (Purchase) Transaction – U.S., International (per transaction)	\$3.50
Overdraft Fee	\$5.00
Charge Back Fee	\$10.00
Decline Fee	\$0.10
Monthly Fee ( <b>30 days after activation</b> )	\$3.00
ATM Withdrawal – Canadian, U.S., International	\$5.00
% Fee On All International Transactions	3.50%
Inactivity Fee	\$2.00
Bill Payment Fee	\$0.50
Paper Statement Fee (in lieu of electronic copy)	\$2.50

\*All fees except monthly fees and inactivity fees, are per transaction.

**CARDHOLDER AGREEMENT**

By obtaining and using a DCBank MasterCard or Visa, 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 Cardholder Agreement ("Agreement") constitutes a binding agreement between DirectCash Bank ("DCBank") and you (the "Cardholder") with respect to the terms of use of the card (a "Card") that is issued by DCBank and which you receive from Refresh Card Solutions Inc. or its agent or representative (together, "Refresh"). By accepting the Card from Refresh and using or activating 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" 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. Refresh will act as DCBank's agent in respect of certain matters relating to Cards. Refresh will provide you with a Card issued by DCBank. You must sign the back of the Card immediately upon receipt and before making any use of the Card. Each of your signature or use

of Card or activation of Card is evidence of your consent to be bound by the terms and conditions of this Agreement.

3. DCBank (or Refresh) may provide you with a temporary "instant issue" Card issued by DCBank. Subsequently DCBank or Refresh may issue and send you by mail (to the address you provided to Refresh) a permanent 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. 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 the funds available to you. 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 purchasing gas.
- 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. Your right to use the Balance on the Card will not expire. When your Card expires, you can obtain another Card by calling DCBank or Refresh. To add or increase a Balance on the Card, you may provide funds to Refresh in accordance with your agreement with Refresh. 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 \$10,000.00. The maximum and minimum balance amounts that you may load on the Card in any 24 hour period are \$10,000.00 and \$15.00, respectively. The maximum amount allowable for purchases of goods and services is \$7,500.00 per day and the maximum amount allowable for cash withdrawals from ATM's is \$2,500.00 (combined ATM and POS transaction daily limit is \$10,000.00). The time before funds become available may vary. **YOU ARE NOT ALLOWED TO EXCEED THE BALANCE AVAILABLE ON YOUR CARD.** 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 Refresh **toll-free at 1-855-511-6407** or accessing the DCBank website at [www.dcbank.ca](http://www.dcbank.ca) (the "Website") with your user ID and password or other online authentication as allowed by DCBank from time to time. Information about transactions made with your Card is available online at [www.dcbank.ca](http://www.dcbank.ca).

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 Refresh by calling 1-855-511-6407 within thirty (30) days after the receipt is issued on which the problem or error appeared, failing which neither DCBank or Refresh will have any 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, its agent(s), a 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 or MasterCard) on the day we process the transaction, plus an administration fee of 3.50% 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 or MasterCard) on the day we process the credit, plus an administration fee of 3.50% 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 DCBank or its agents or the Card processor's subcontractors to pay for the Balance loaded on the Card, are not a deposit with DCBank 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 DCBank or its agent(s). The Balance on the Card is not insured by the Canada Deposit Insurance Corporation (CDIC), and is subject to normal risks.

16. The Card issued by DCBank provides you with access to certain products and services provided by Refresh. **You agree and acknowledge that DCBank is not providing any credit or other lending services to you in connection with a Card** and that any credit or lending services that may be provided to you in connection with a Card are provided solely by Refresh. You further acknowledge and agree that DCBank is not responsible in any way for any matters pertaining to security or credit under the Refresh Secured Credit Agreement or otherwise.

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 validated 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.

19. DCBank may, in its sole discretion and at any time, remove your ability to use the Card in an ATM transaction.

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

20. If you lose your Card, someone might be able to use the Balance on the Card. A Card can 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. 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.

21. 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. The toll-free number to call to notify Refresh is at 1-855-511-6407. If you give Refresh your name on the Card and the Card number, DCBank and/or Refresh will refund any remaining Balance after we process all transactions that were completed before we had an opportunity to act on your information. You will be required to answer an identifying question drawn from your personal information. A replacement Card with any remaining Balance less our fees will be issued within 10 days after you report the Card lost or stolen to ensure that all transactions have been processed properly. 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 45 days and may require a police investigation.

22. 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.

#### **PERSONAL INFORMATION CONSENT**

23. DCBank may issue the Card to you through an agent (such as Refresh), such agent may load the Card, and DCBank and such agent may provide the Card services described in this Agreement to you. In the course of providing these services, DCBank and its agent(s) 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 its agent(s) 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. Except as required by law or as stated herein, DCBank and its agent(s) 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. 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 Code (which may be updated

from time to time), available at [www.dcbank.ca](http://www.dcbank.ca).

24. If you have provided an email address or cellular phone number capable of receiving text/SMS messages to DCBank and have indicated you are consenting to the sending of messages by DCBank and its agents and outside service providers to such email or text/SMS accounts from DCBank, you may receive messages by DCBank or its agent(s) or outside service providers to such email or text/SMS accounts. Messages sent may include information regarding transactions (including purchases, fees, refunds, etc.). If you consent to such communication, you acknowledge that 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 contacting DCBank. 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**

25. Card fees will be disclosed to you at the time of the issuance of the temporary Card and will be otherwise posted by DCBank or its agent(s). 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.

26. You acknowledge that fees payable to DCBank in connection with access to a Card and certain fees payable by you to Refresh under your Refresh agreements may be charged against the Card Balance.

27. 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 and/or its agent(s) 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. You may update your contact information by calling **Refresh toll-free at 1-855-511-6407**. By use of your Card after the effective date of 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.

#### **POLITICALLY EXPOSED PERSON**

28. By signing this Agreement, you certify to DCBank that you are not a "Politically Exposed Foreign Person" or "Politically Exposed Canadian Person" and that you are obtaining the Card on your own behalf and not on behalf of any other person.

"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.

CLIENT COPY

CARDHOLDER AGREEMENT

## NO LIABILITY

29. Neither DCBank nor its agents 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 its agents 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 its agents 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 agents', or with our or our service providers', system or equipment, or with an ATM.

30. If you have a complaint or inquiry about any aspect of your Card or Card Balance, **please call Refresh toll-free at 1-855-511-6407**. Refresh and DCBank will do their best to resolve your complaint or inquiry. If for some reason we or Refresh 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**.

31. 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.

32. You agree that the aggregate liability of DCBank and its agents to you in respect of all causes of action arising under this Agreement or in connection with a Card shall be limited to the Card fees incurred in the previous 12-month period.

## CANCELLATION

33. You may at any time terminate this Agreement by surrendering of the Card to DCBank or Refresh. DCBank may terminate this Agreement at any time, at which time you will immediately return the Card to DCBank or Refresh. 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

34. This sets out the entire agreement between the parties with respect to the services provided by DCBank for the use of the Card. This Agreement replaces all prior agreements and understandings between the parties with respect to the Card.

## AMENDMENT

35. Subject to the provisions of clause 27 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 such effective date. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card, return the Card to Refresh and notify DCBank that you are terminating this Agreement.

## NOTICE

36. DCBank may provide notice to you, subject to the provisions of clause 27 hereof, by regular mail postage prepaid to the address provided by you to Refresh or to your last email address provided to Refresh. 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 days after mailing, or the next business day after electronic mail. You may notify DCBank by delivering notice to Refresh (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 Refresh and the next business day after electronic mail.

## GOVERNING LAWS

37. 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

38. 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.

39. DCBank can assign this agreement or any of its terms to a third party at any time.

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- End of Terms -