



**Section 1 - H&R Block Tax Plus Products & Services**

**1.1 Electronic H&R Block Pay With Refund® Agreement - Terms and Conditions**

This is an agreement between H&R Block Canada, Inc. and you. It contains the express terms and conditions on which the electronic Pay With Refund service is provided to you by H&R Block.

**1.2 Electronic H&R Block Pay With Refund® - Client Frequently Asked Questions**

**1.3 H&R Block Advantage Prepaid MasterCard® - Client Frequently Asked Questions**



**Section 2 – Digital Commerce Bank Services**

**2.1 DCBank Deposit Only Account – Terms and Conditions**

This “deposit only” account agreement is signed between you and Digital Commerce Bank (“DCBank”). This is a basic account that allows for deposits only. It’s an account that facilitates the delivery of funds between the Canada Revenue Agency/Revenue Quebec, your H&R Block Advantage Prepaid Card or your personal bank account. This agreement outlines the fees and terms and conditions of the account.

**2.2 DCBank Disclosure – Opening a Bank Account**

This section includes information about the details of your DCBank Deposit Only Account with DCBank.



**H&R BLOCK<sup>®</sup>**

**SECTION 1  
H&R Block Products & Services**

## 1.1 Electronic H&R Block Pay With Refund® Agreement - Terms and Conditions

H&R Block Canada Inc. offers the electronic H&R Block Pay With Refund (“e-PWR”) service on the express terms and conditions set out here. By signing up for the e-PWR service, you are accepting these terms and conditions and entering into an agreement (“this Agreement” or “the Agreement”) with H&R Block for the provision of the e-PWR service on these terms and conditions.

You have qualified for the e-PWR service based on certain anticipated government payments to you, including your federal and provincial tax refund. The e-PWR service is provided through H&R Block and Digital Commerce Bank (“DCBank”), a federally regulated, Canadian Deposit Insurance Corporation (CDIC) insured, Schedule 1 Bank located in Calgary, Alberta, Canada. You will also enter into an agreement for a deposit account with DCBank. In these terms and conditions, and the Agreement formed by your acceptance of them, “H&R Block” means H&R Block Canada, Inc., and each of its direct and indirect parents, subsidiaries, affiliates, agents, successors, assigns, and the franchisees of any of them.

e-PWR involves the establishment of a deposit-only account in your name at DCBank (the “Deposit Account”) to which your expected refund(s) or other payments are directed to be paid. You understand that the fees owed to H&R Block for tax preparation are not due and payable until all of H&R Block’s services are complete, which will be when your funds are delivered to your Deposit Account and disbursements are executed in accordance with your instructions. Upon receipt of the refund(s) or other payments from the Canada Revenue Agency (“CRA”) or Revenue Quebec (“RQ”) (either or both being referred to as the “Taxing Authorities”), you irrevocably pre-authorize DCBank to debit the amount of the tax preparation fees and transfer that amount to H&R Block. After all applicable fees are disbursed in accordance with your instructions, you may choose to receive the balance of your funds remaining in your Deposit Account: (1) by delivery to an H&R Block Advantage Prepaid Mastercard® issued by DCBank (the “Refund Card”); (2) by INTERAC e-Transfer® to a bank account of your choice (the “e-Transfer”); or (3) by other payment methods offered at that time. DCBank will charge you a fee in connection with establishing the Deposit Account, and may pay H&R Block a portion of that fee as compensation for bank agency services that it has retained H&R Block to perform on its behalf in relation to the Deposit Account. Any DCBank charges are disclosed in the contracts to be entered between you and DCBank in this respect. DCBank is not involved with the provision of any tax services to you by H&R Block. H&R Block may charge you a Program Fee in connection with the development and administration of the e-PWR service; the details of any such charges are disclosed in the documents presented to you prior to, and for signing upon, entering into this Agreement.

**1. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW IN CANADA REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT.

**YOU UNDERSTAND AND ACKNOWLEDGE THAT:** WHEN YOU OPEN AN ACCOUNT, YOU WILL BE ASKED FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW YOU TO BE IDENTIFIED. YOU WILL ALSO BE ASKED TO PRODUCE IDENTIFYING DOCUMENTS ACCEPTABLE TO DCBANK FOR IDENTIFICATION PURPOSES.

**2. Payment of Other Debt. IF ANY PROVINCIAL LAW DOES NOT PERMIT THE REPAYMENT OF ANY OF THE DEBTS LISTED BELOW IN THE MANNER SET FORTH, THE PROVISIONS OF THIS SECTION RELATING TO THOSE DEBTS SHALL NOT APPLY IN THOSE PROVINCES.** With respect to any e-PWR service or related fee debt that you owe to H&R Block, you understand that you may have delinquent tax preparation fee debt or a refund shortage from an Instant Refund, a Standard PWR service debt or any other services you obtained in a prior year from H&R Block (“Other Debt”). With respect to any such Other Debt that you may owe to H&R Block, and provided that such Other Debt has not been discharged in bankruptcy, you authorize and direct DCBank and H&R Block to repay your Other Debt by deducting amounts from your Deposit Account established in connection with your e-PWR service and paying such amount to H&R Block. Other Debt will be deducted from the Deposit Account prior to final disbursement of the remaining balance according to your instructions.

**PLEASE NOTE: If you have Other Debt, you understand and acknowledge that H&R Block may be acting as a debt collector to collect that Other Debt and that any information obtained by H&R Block will be used for that purpose.**

You understand and agree that payment of the tax preparation fees and Other Debt, if applicable, to H&R Block is dependent upon the Taxing Authorities or other deposits funding your Deposit Account and H&R Block and DCBank completing all of the activities associated with your e-PWR service. Up until such time as the Taxing Authorities process your tax return you have the ability to opt out of e-PWR and redirect the payment of your tax refund to any other account that you have. If you exercise this option such that the refund or other payment is redirected by you to a different account and H&R Block is not paid the tax preparation fees or any Other Debt owing, this will fall under H&R Block's collection process in place from time to time. In addition, if the amount refunded or paid by the Taxing Authorities is less than the aggregate amount of the tax preparation fees payable and Other Debt owed to H&R Block then you will be liable for the full amount of those fees and Other Debt.

**Please Note: If you have any questions concerning any debt you owe to H&R Block, including whether you owe any such debt and, if so, the specific amount of such debt, you should contact 1-800-HRBLOCK (1-800-472-5625) prior to applying for a e-PWR service or at any time thereafter. A telephone will be made available for your use if you wish to do so.**

**3. Applicable Law.** This Agreement, and all the other documents executed in connection with this Agreement and your e-PWR service (collectively, "Documents") shall be governed by and construed, interpreted, and enforced in accordance with the laws of the Province of Alberta and the federal laws applicable therein.

**4. Important Information about the e-PWR service.** You understand and acknowledge that:

- (a) The e-PWR service is not a loan, but instead is a bank deposit product that enables you to direct payment of certain fees and debt from your federal and provincial tax refunds, any recurring monthly Trillium payments, any quarterly GST/HST payments or other payments.
- (b) A federal and provincial e-PWR service will deliver an amount equal to your federal and provincial tax refunds/payments, and the tax preparation and other fees payable to H&R Block, any Other Debt, fees payable to DCBank, and other authorized amounts will be withdrawn from the Deposit Account.
- (c) The CRA normally make an electronic deposit within 7-14 days after an electronic filing of a return. **You can receive your federal and provincial tax refund in approximately the same amount of time with a direct deposit by the Taxing Authorities of your tax refund into your own separate bank account for no additional fee.** The issuance of a refund on a paper return can take 8 -16 weeks. Refunds are normally received from RQ within 14 working days after an electronic filing, and 4-6 weeks after filing a paper return.
- (d) You can file your tax returns electronically or via paper without obtaining the e-PWR service.
- (e) You have the option of arranging to pay your H&R Block tax preparation fees out of your tax refund, when it is received, by signing up for H&R Block's standard Pay With Refund® service, for which there is no Account Fee, Program Fee or other charge.
- (f) The Taxing Authorities can send you a refund cheque or electronically deposit your refund to your existing bank account.
- (g) You will not receive funds associated with a e-PWR service until DCBank receives your tax refund or recurring payment issued by the Taxing Authorities.
- (h) Neither DCBank nor H&R Block guarantee when any proceeds of an e-PWR service or a tax refund will be available to you.

**5. Deposit Authorization.**

- (a) After you sign your e-PWR Agreement signing page and DCBank account agreement signing page, H&R Block will electronically transmit or paper file your tax return with the Taxing Authorities and send your account agreement information to DCBank to set up the Deposit Account. You understand that you will sign a deposit authorization to the Taxing Authority (the "Direct Deposit Authorization") as part of your Agreement and tax filing, and that the Direct Deposit Authorization and this Agreement provide an agreement to have your tax refund and other recurring payments disbursed to the Deposit Account with DCBank.
- (b) Once your federal or provincial tax refund and other amounts, if any, are received in the Deposit Account, DCBank will look to amounts received into the Deposit Account for payment of the tax preparation fees or delinquent Instant Refund, Standard PWR or Other Debt. You can check the status of your refund by calling 1-800-HRBLOCK (1-800-472-5625).

**6. Refund Deposit Account.** By signing the DCBank account agreement signing page, you request and direct that a Deposit Account be opened at DCBank upon completion of this Agreement for the purposes of ensuring the disbursement of the amounts described in the Documents and on the terms and conditions as described in the Documents.

**7. No Fiduciary Duty.** You understand that for various fees received, H&R Block is acting only as your tax preparer, your electronic filer (if applicable), and provider of e-PWR service, and acts as a limited purpose agent of DCBank to establish your Deposit Account and to deliver funds via a direct deposit, via the Refund Card or via e-Transfer with respect to the e-PWR service. You further understand that neither of H&R Block or DCBank is acting in a fiduciary or confidential capacity with respect to you in connection with this transaction and that neither of H&R Block or DCBank has other duties to you beyond the preparation of your tax return, the transmission of your tax preparation or other fee information to DCBank, the filing of your tax return with the Taxing Authority, and providing the e-PWR services. You further understand that H&R Block has been appointed as the limited purpose agent of DCBank in connection with the opening of your Deposit Account and related matters. You acknowledge that you have independently evaluated and decided to apply for an e-PWR service, and that you are not relying on any recommendation from H&R Block or DCBank in purchasing it.

**8. Disclosure Information.**

- (a) "Information" means your federal and provincial income tax returns, any information obtained in connection with your tax return (including information relating to a possible offset of your tax refund or the possibility that your tax return is incorrect), and any information relating to this Agreement or any other Document, e-PWR, or similar service you have received or requested from H&R Block.
- (b) "Authorized Parties" means H&R Block and DCBank.
- (c) The Authorized Parties may share Information to determine whether you qualify for an e-PWR service, to provide a e-PWR service to you, to collect H&R Block debts or fees, to prevent fraud, and to otherwise administer or promote the program for the e-PWR service.
- (d) The Authorized Parties may disclose Information to the Taxing Authorities.
- (e) H&R Block may call, or input your information on any website of the Taxing Authorities in connection with this Agreement, to, among other things, determine the status of your tax return or tax refund. The Taxing Authorities may disclose information about you, your tax returns and your tax refunds to H&R Block.

**9. Arbitration Provision.** Any claim, dispute or controversy, present or future, however arising out of or relating to this Agreement, a product or service that you are provided with under this Agreement, or oral or written statements, or advertisements or promotions relating to this Agreement or to a product or service provided to you there under (each, a "Claim"), will be referred to and determined by private and confidential mediation before a single mediator chosen by the parties and at their joint cost. Should the parties after mediation in good faith fail to reach a settlement, the issue between us shall then be determined by private, confidential and binding arbitration in accordance with the rules of the Canadian Arbitration Association, before a single arbitrator mutually appointed by the parties. The decision of the arbitrator shall be final and binding on the parties. By so agreeing, you waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you hereby agree to opt out of any class proceeding against H&R Block or DCBank otherwise commenced.

**10. Survival.** The provisions of this Agreement shall survive the disbursement of your funds under the e-PWR service.

**11. Miscellaneous.**

- (a) References to "you" or "your" in the Documents shall refer individually to each applicant for an e-PWR service and to both applicants for a joint e-PWR service, and the obligations of such individuals under the Documents will be joint and several.
- (b) If any provision of the Documents or part thereof is held to be invalid, illegal or unenforceable under present or future laws, that provision will be fully severable and the remaining provisions will continue in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.
- (c) H&R Block may obtain information from third parties in connection with evaluating your eligibility for e-PWR service.

(d) H&R Block may transfer, sell, participate, or assign all or a portion of any rights, duties, or obligations relating to an e-PWR service, to H&R Block or any third party without notice to you or your consent.

(e) Supervisory personnel of H&R Block, DCBank or their agents may listen to and record your telephone calls.

(f) You agree that H&R Block may send any notices and billing statements to the address of the primary applicant and not to the address of the joint applicant if such address is different.

**12. Certification.** By entering into this Agreement, you represent and certify to H&R Block that the following is true:

(a) Presently, you do not have a petition (whether voluntary or involuntary) filed and you do not anticipate filing a petition under bankruptcy laws.

(b) You have not had a debt with H&R Block that has been discharged in bankruptcy.

(c) You are the individual named on your e-PWR Agreement signing page and DCBank account agreement signing page.

**13. Check the status of your refund.** If the CRA/RQ has released your refund and you have not received your money, you can call **1-800-HRBLOCK (1-800-472-5625)**

## **QUEBEC – USE OF ENGLISH LANGUAGE**

**14.** It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que cette Entente et tous les documents s'y rattachant soient rédigés et signés en anglais.

### **1.2 Electronic H&R Block Pay With Refund® - Client Frequently Asked Questions**

(The following information is provided for reference only and does NOT form part of the Agreement set out above).

**Q. Why are my tax refunds or other provincial or federal recurring payments still going to DCBank, after my H&R Block fees are paid?**

**A.** CRA and RQ will continue to deposit refunds and credits to your DCBank account after your H&R Block fees are paid. These credits will flow directly through to the disbursement option you have chosen; onto your Refund Card, or e-Transfer to your personal bank account, or via such other payment option chosen. Once your fees are paid, should you wish to change the direct deposit information from your DCBank account to another account of your choice, this can be accomplished by:

1. CRA

- Calling CRA at 1-800-959-8281 and providing them with new banking information for direct-deposit, or logging on to My Account on the CRA website and updating the direct deposit information, or
- Printing the Direct Deposit Enrollment Form from the Public Works and Government Services Canada website and mailing the changes.

2. RQ

- Logging on to Change Direct Deposit Information online services on the RQ website, or
- Viewing and actioning the mail in options provided on the RQ website to update your banking information.

**Q. Why isn't there any money on the Advantage Prepaid Mastercard® I received when I left the H&R Block office?**

**A.** Money is not loaded on an Advantage card issued through the H&R Block Pay With Refund service until after CRA or RQ has processed your tax return and sent your refund, or GST/Trillium or other recurring payments to DCBank to deposit onto your card.

**Q. I received an email/text message saying my refund was processed and money was deposited but it isn't in my bank account yet.**

**A.** DCBank sends an email or text message when they receive a deposit from CRA or RQ. It takes 1-2 business days for the deposit to be sent to your personal bank account if you've chosen direct deposit.

**Q. How do I change the account number I gave for my direct deposit?**

**A.** Please take a new void cheque or direct deposit form into your H&R Block office who can send the information to Head Office to be changed.

**Q. How do I have my Child Tax Benefit (CTB) and/or Universal Child Care Benefit (UCCB) go to a different bank account?**

**A.** You can request CRA to direct your Child Tax Benefit and/or your Universal Child Care Benefit to a different bank account than your tax refund, GST credit, Trillium credit and WITB payments by:

- Calling CRA at 1-800-959-8281 and providing them with new banking information for deposit of your CTB and/or UCCB.
- Logging on to My Account on the CRA website and updating the direct deposit information for your CTB and/or UCCB payments.
- Printing the Direct Deposit form from the Public Works and Government Services Canada website and mailing the changes.

**1.3 H&R Block Advantage Prepaid MasterCard® - Client Frequently Asked Questions**

**Please refer to the Advantage Card Frequently Asked Questions available on the H&R Block website at [www.hrblock.ca](http://www.hrblock.ca)**



**SECTION 2**  
**DCBank Services**



## 2.1 DCBank Deposit Only Account – Terms and Conditions

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW IN CANADA REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT.

**YOU UNDERSTAND AND ACKNOWLEDGE THAT:** WHEN YOU OPEN AN ACCOUNT, YOU WILL BE ASKED FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW YOU TO BE IDENTIFIED. YOU WILL ALSO BE ASKED TO PRODUCE IDENTIFYING DOCUMENTS ACCEPTABLE TO DCBANK FOR IDENTIFICATION PURPOSES.

**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 words **“DCBank”, “we”, “us”,** and **“our”** refers to Digital Commerce 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](http://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 Yearly Account Fee from your Account for each calendar year or part thereof 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 annual 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. Annual bank 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. If you have selected this option, any balance in your Account after fees and Pre-Authorized Debits have been deducted will be automatically transferred to your External Account. You may transfer funds between your DCBank Account and another bank account using a service known as **“INTERAC e-Transfer”**.

You may transfer funds between your DCBank Account and your DCBank Prepaid Card (if you have set up a linked Prepaid Card) by electronic funds transfer. If you selected this option, any balance in your account after fees and Pre-Authorized Debits have been deducted will be automatically transferred to your DCBank Prepaid Card. We will not accept cash, cheques, money orders or traveler's cheques. 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. Fees Payable to H&R Block.** With respect to any indebtedness or fees that you may owe to H&R Block, and provided that the same has not been discharged in bankruptcy, you irrevocably authorize and direct DCBank to repay any such amounts by deducting amounts from your Account and paying such amounts to H&R Block Canada Inc.

**10. 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 to 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 or any other agreement to which you and DCBank are a party 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.

**11. 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.

**12. 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.

**13. 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.

**14. Holds on Your Funds.** We reserve the right, in our sole discretion, to investigate an Electronic Funds Transfer (EFT) or any other Account activity in any circumstance in which we consider it reasonable to do so 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.

**15. 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.

**16. 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. You may revoke your consent to receive Email or text/SMS at any time. 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. You are responsible for informing DCBank of any changes to your email address or cellular phone number capable of receiving text/SMS. Any cost incurred by you as a result of receiving email messages or text/SMS messages are your responsibility.

**17. 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](http://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.

**18. 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, email, 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.

**19. Overdrafts.** DCBank does not specifically permit your Account to go into an overdraft 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 (negative) position.

Overdraft (negative) 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.

**20. Right of Setoff.** We reserve the right to use some or 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.

**21. Account Statements and Confirmation of Transactions.** Account statements will be provided to you online at DCBank's website ([www.DCBank.ca](http://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 outside such period.

**22. 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 other than 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.

**23. 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 fee of **\$5.00** 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.

**24. 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 website. 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 and on DCBank's website 60 days prior to effective date of the change.

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

**26. 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.

**27. 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 or text message (if you have consented to receiving communication via text message) unless otherwise stipulated by DCBank.

**28. 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.

**29. 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.

**30. 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 1-844-836-6040 or visit the DCBank website ([www.DCBank.ca](http://www.DCBank.ca)).

**31. 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 consumer protection laws, contact the FCAC (see contact information below). If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC at:

**1-866-461-3222 (English) or 1-866-461-2232 (French),**

**or write to: Financial Consumer Agency of Canada 427 Laurier Avenue West, 6th Floor  
Ottawa, Ontario K1R 1B9 website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)**

**32. Joint Accounts.** Each Account holder chooses their own web banking password. Any joint Account holder may conduct transactions with any of your Accounts that have been designated as joint Accounts with DCBank. If one joint Account holder requests a transaction we will execute it without express authorization of any other joint Account holder. Each accountholder is individually liable, and all account holders are jointly liable (or in Quebec, solitarily liable), to pay DCBank any amounts that you or any of you may owe in respect of the 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. You acknowledge that each joint accountholder may be provided Account information including transactions and Account related information of other joint accountholders. This includes information about the Account prior to it becoming a joint Account.

**33. Accounts for the Benefit of Others – “In Trust”, Etc.** We are not required to recognize anyone other than you as having any interest in your Account, except joint Account holders when an Account is a Joint Account. For example, if you request that we open an Account in your name, but you use “In Trust” or “As Nominee” or some similar designation, whether or not it is for a specified third party, we will only accept instructions for that Account from you. We are under no obligation to obtain permission from any other person.

**34. Politically Exposed Person.** By signing this Agreement, you certify to DCBank that you are not a “Politically Exposed Foreign Person” and that you are opening the Account on your own behalf and not on behalf of any other person.

“Politically Exposed Person” or “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: (i) a head of state or government, (ii) a member of the executive council of government or member of a legislature, (iii) a deputy minister (or equivalent), (iv) an ambassador or an ambassador’s attaché or counsellor, (v) a military general (or higher rank), (vi) a president of a state owned company of bank, (vii) a head of a government agency, (viii) a judge, or (ix) 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)(i)-(ix): (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 Foreign Person” means a PEP in/from/related to a country outside of Canada.

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

**36. No Waiver of DCBank's Rights.** If DCBank fails to exercise any of its rights under these Account Terms or if DCBank delays exercising 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.

### **INTERAC E-TRANSFER TERMS & CONDITIONS**

**37.** The terms and conditions of this Clause apply only when you use the service known as "Interac e-Transfer" as a sender and are in addition to the general terms and conditions in this Agreement. If there is a conflict between this Clause and the general terms and conditions in this Agreement, this Clause will apply to the extent necessary to resolve the conflict.

**38.** After you initiate an e-Transfer, DCBank will withdraw the e-Transfer amount from the Card and send an email to the recipient at the email address that you provide. The email will identify you as the sender, and the e-Transfer amount, the name of the recipient, and that you are using the e-Transfer service. DCBank will hold the value of the e-Transfer until DCBank receives notice that (i) the recipient has correctly responded to the e-Transfer question and answer and claimed the e-Transfer or (ii) you cancel and reclaim the e-Transfer. In order to initiate an e-Transfer, you must have the necessary funds in the account from which the e-Transfer is sent and DCBank shall stop transacting if funds are not available in the required account, but may resume once the required funds are deposited into the required account.

**39.** DCBank will not pay interest on the e-Transfer amount to any sender or recipient, including on an e-Transfer amount sent by you for the period the e-Transfer amount was not in an account of the Client.

**40.** A recipient has 30 days from the time an e-Transfer is sent through the e-Transfer service to claim the e-Transfer amount, after which the e-Transfer will automatically expire. An e-Transfer sent from another financial institution will also expire after a certain period of time.

**41.** If you send an e-Transfer that is declined, cancelled or that automatically expired, DCBank may attempt to redeposit the value of such e-Transfer into the account from which the funds originated or, at our sole discretion, either deposit the value of such e-Transfer into another account held by you at DCBank or hold the funds in another account at DCBank. DCBank will charge an administration fee for declined or cancelled e-Transfers.

**42.** DCBank, other financial institutions participating in e-Transfer services and Interac are entitled to pay an e-Transfer to anyone who, using online banking, mobile banking, the online or mobile banking service of another financial institution, or the Interac website, claims the e-Transfer and correctly responds to the e-Transfer question and answer, whether or not the sender intended that person to receive the e-Transfer. You will comply with your security obligations under this Agreement and other agreements between you and DCBank and will not use email or any optional message that may accompany the e-Transfer to send the recipient of the e-Transfer Question and Answer.

**43.** If a recipient claims an e-Transfer from a sender using the Interac payment service but provides information for Interac which is insufficient or incorrect, Interac may (i) request additional or corrected information from the recipient, (ii) deposit the money directly into an account provided by the recipient to Interac, or (iii) send a cheque for the e-Transfer amount to the recipient at the street address provided by the recipient to Interac. If the recipient fails to cash a cheque sent by Interac within a time limit set by Interac may return the e-Transfer to DCBank. DCBank will return the e-Transfer, less any fees charged by Interac, to the sender.

**44.** If you send an e-Transfer using the e-Transfer service, you are responsible for providing a correct and operational email address of the recipient and for notifying DCBank promptly of any change to the email address of the recipient.

**45.** You are responsible for reviewing the status of any e-Transfer you send using the e-Transfer service by checking your payment history using online banking.

## **ELECTRONIC ACCESS AND MOBILE APPLICATION TERMS & CONDITIONS**

**46.** In connection with your use of any DCBank website or mobile application to access your Account, you agree to DCBank's Electronic Access Terms and Conditions available at <https://www.dcbank.ca/terms-and-conditions/>, as such terms and conditions may be amended by DCBank from time to time in accordance with the terms thereof.

**47.** You may not have access to all online banking services, features, functionality, content or information through the mobile application, and you must access DCBank online banking other than through Mobile Banking on a regular basis to access such online banking services, features, functionality, content and information.

**48.** You agree that you are solely responsible for any compatible mobile device, Internet, network access or software requirements. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. **DCBank makes no representations or warranties of any kind, express, statutory or implied as to: (a) the availability of telecommunication services from your provider and access to DCBank's mobile application services at any time or from any location; (b) any loss, damage or other security intrusion of the telecommunication services; and (c) any disclosure of information to third parties or failure to transmit any data, communications or settings connected to DCBank's mobile application services.**

## 2.2 DCBank Disclosure – Opening a Personal Only Bank Account

With a Digital Commerce Bank personal deposit only bank account, you'll have access to over 7,000 Digital Commerce ATM terminals across Canada as well as any ATM anywhere in the world that displays the Cirrus Symbol. Banking with Digital Commerce Bank means you have instant access to funds directly deposited into your account and the convenience of debit and online purchasing. A Digital Commerce Bank account is ideal for everyday ATM usage, and point-of-sale (debit). There are no holds on direct deposits, no minimum balances required, and no credit checks to acquire an account. Digital Commerce Bank is a simple and convenient choice to safely deposit and access your funds.

### **Here are some things you will need to know when opening an account.**

- No minimum deposit is required
- Convenient for direct deposit of your paycheque
- You do not need to be employed, but we are required to ask about your occupation
- Your credit history is not a consideration for opening an account
- We will need to know your full name
- We will need to know your home address
- We will need your date of birth
- You must be a Canadian resident
- You may only open your personal deposit account in Canadian currency
- Interest is not paid on any accounts
- Deposits can only be made at an authorized Agent location (cash or EFT)
- Withdrawal options are limited to electronic funds transfers to a linked external bank account, Interac e-Transfer and transfers to a DCBank Prepaid Card
- Transaction information will be made available on line at [www.DCBank.ca](http://www.DCBank.ca)
- Digital Commerce Bank does not offer overdrafts

When you open your personal deposit account, you will be required to present to us one piece of valid, original and not substantially defaced government-issued photo identification. In some instances, we may need to further investigate and verify the identification and/or information that you have provided prior to opening an account for you. We can refuse your request to open a personal deposit account for certain legal reasons but, if we do, we'll inform you about this in writing.

### **CHOICE OF CARD PRODUCT TO ACCESS YOUR ACCOUNT**

You have the choice of a prepaid product or debit product to access the funds in your bank account. If you choose a Prepaid product you will be required to provide at least one piece of valid, original and not substantially defaced government-issued photo identification, with your signature and an expiry date.

### **ADDITIONAL ID REQUIREMENTS**

The Bank may require based on its internal policies and procedures or the Proceeds of Crime, Money Laundering, Anti-Terrorist Financing Act ("PCMLATA") that you provide additional Identification.

### **CHANGES TO YOUR AGREEMENT FEES OR NEW FEES**

Any change to your account agreement will be mailed to you at least 35 days before the effective date and we will post a notice of changes 60 days before the effective date at all of the authorized Agent branch locations and on DCBank's website ([www.DCBank.ca](http://www.DCBank.ca)). Let us know if you would like to receive notification via email or text. DCBank does not post notifications at any ATM co-branded with DCBank.

### **STATEMENTS AND BALANCES**

DCBank offers statements and transactional history on DCBank's web page [www.DCBank.ca](http://www.DCBank.ca). You will be required to register for online banking with an Associate of DCBank. You may access the balance on your account by using DCBank's online banking at [www.DCBank.ca](http://www.DCBank.ca) or by calling our toll free number at 1-877-275-1374 and using our Interactive Voice Response ("IVR"). You may also use DCBank's free mobile banking application. This is available to Windows, Apple, Android and BlackBerry Smartphone market places. Query "DCBank" (no spaces).



## **DEPOSIT AND WITHDRAWAL TRANSACTIONS**

You can transact on your DCBank account in any of the following ways:

- 1.** You may transfer funds between your DCBank Account and your external linked account at your other financial institution by electronic funds transfer.  
You may request and /or authorize withdrawal transactions through our internet website ([www.DCBank.ca](http://www.DCBank.ca)) or any other means provided by us. We will make electronic funds transfers upon your request, to or from linked accounts at other financial institutions.  
Before we make an electronic funds transfer for you we will ask you to provide instructions and any, all, or some of the following pieces of identification information: (a) your account number(s); and/or (b) any other identifying information that we deem necessary in order to confirm your identity. Funds usually arrive in your DCBank account or your external linked account within two or three business days after a request for an electronic funds transfer. However, we are unable to guarantee the date your funds will arrive in your DCBank or External Account.
- 2.** Direct Deposit of Payroll. You may directly deposit your pay from your Employer by requesting a Direct Deposit form from a DCBank Associate, or you may obtain a copy of the form using DCBank online web banking. Your account information is preprinted on the form.
- 3.** Cash deposits may be made at an authorized DCBank Agent Location.
- 4.** We will not accept cheques, money orders or traveler's cheques. Deposits 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.

## **PROTECTING YOUR CARD, CARD DETAILS AND YOUR PERSONAL IDENTIFICATION NUMBER (PIN) OR PASSWORD**

When you open your account, you may get a Prepaid Card which you can use to access your account. Your DCBank Card includes the security of active fraud monitoring.  
You must safeguard your card and your card details (such as your card number) and never disclose your PIN or Password or you could be liable for losses. Never lend your card to anyone and always keep your card in sight when using it. Your PIN will be provided in a confidential PIN mailer. No DCBank employee or agent will ever ask you verbally for your PIN or Online Banking Password that you are currently using. You are the only person who should know it.  
Should someone steal your card, your card number, or other card details, you will not be held responsible for fraudulent purchases as long as you comply with safeguarding your card, your card details and PIN. You must notify us by telephone within 24 hours of learning of any of the following: (i) the loss, theft or misuse of your Card; (ii) that your PIN or Password was disclosed to, or obtained by, anyone else or may be known by anyone else, (iii) that unauthorized use of Electronic Banking Services may be occurring; or (iv) the loss, theft, or misuse of a mobile device that you registered with us for Electronic Banking Services.

## **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.

## **CLEARING, SETTLEMENT AND PAYMENT**

We may present and deliver instruments for payment, clearing, collection, and acceptance or otherwise through any bank or other party as we deem appropriate. The 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 your acts or omissions of this 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 agents 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.

## HOW TO RESOLVE YOUR COMPLAINTS

We want to handle your complaint in the most efficient and professional manner possible. Here's a quick and easy step-by-step reference to ensure your concerns receives the attention it deserves.

### STEP 1: Start at the source

If a problem occurs, it is generally easier to check the facts and come to a resolution at the point where the problem originated. This may simply entail a quick telephone call or a visit to the agent location or office in question. Our call center is available for you 24 hours a day at 1-844-836-6040. If you are not satisfied with the response you get where the problem originated, ask to speak with the manager, team leader or senior officer present. They will have the authority to solve most problems immediately.

### STEP 2: Escalate the complaint

If your problem is not resolved to your satisfaction with your first contact, we encourage you to escalate your complaint by telephone, mail, fax or email to the Customer Service Manager.

#### Digital Commerce Bank

**736 Meridian Road NE, Calgary, Alberta, T2A 2N7**

**Attention: Customer Service**

**Phone: 1-888-466-4043**

**Email: [complaints@dcbank.ca](mailto:complaints@dcbank.ca)**

Once we receive your complaint, we will do our best to resolve the issue quickly, typically within five business days. If it takes longer, we will contact you and follow up accordingly.

When contacting us, please include a telephone number where you can be reached.

### STEP 3: Refer to the Digital Commerce Bank Ombudsman

If the issue is not resolved after consulting the Customer Service Manager, you are encouraged to write to the Ombudsman. The Ombudsman has been appointed to undertake an impartial review of all unresolved customer complaints. Please explain in your letter why the problem has not been adequately resolved to your satisfaction.

#### Digital Commerce Bank

**736 Meridian Road NE, Calgary, Alberta, T2A 2N7**

**Attention: Ombudsman**

**Email: [ombuds@dcbank.ca](mailto:ombuds@dcbank.ca)**

### STEP 4: Additional resources

Digital Commerce Bank uses ADR Chambers Banking Ombudsman's office ("ADR Chambers") as an independent arbiter of complaints. ADR Chambers is completely independent from Digital Commerce Bank. Please contact ADR Chambers for further review of your complaint if you are still unsatisfied.

#### ADR Chambers Banking Ombudsman's Office

**112 Adelaide Street East**

**Toronto, Ontario M5C 1K9**

**Phone: 1-800-941-3655 Toll Free Fax: 1-877-307-0014 [www.bankingombuds.ca](http://www.bankingombuds.ca)**

Contacting the Financial Consumer Agency of Canada ("FCAC")

The FCAC supervises all federally regulated financial institutions to ensure that they comply with federal consumer protection provisions. It also educates consumers and monitors industry codes of conduct and public commitments designed to protect consumer interests.

These consumer protection provisions cover a variety of operating practices that directly affect clients. For example, financial institutions are required by law to provide consumers with information about their fees and complaint handling procedures.

Specific complaints made in writing will be assessed by the FCAC on a case-by-case basis to determine whether a federal consumer protection issue exists, and if so, what necessary action should be taken. Regulatory complaints should be submitted in writing:

#### Financial Consumer Agency of Canada

**6th Floor, Enterprise Building 427 Laurier Avenue West**

**Ottawa, Ontario K1R 1B9**

**Phone: 1-866-461-3222**

**website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)**

The FCAC's website provides a complete listing of federal consumer protection laws.

## **PRIVACY PRINCIPLES**

We are committed to keeping your personal information accurate, confidential, secure and private. The Digital Commerce Bank Privacy Code reflects that commitment. The Privacy Code is based on the Personal Information Protection and Electronic Documents Act (PIPEDA), the Canadian Bankers Association (CBA).

Model Privacy Code and on the Canadian Standards Association (CSA) Model code for the Protection of Personal Information (CAN/CSA-Q830-96). A copy of the Digital Commerce Bank Privacy Code will be made available to you when you open an account. The Digital Commerce Bank Privacy Code is also available on our website at [www.DCBank.ca](http://www.DCBank.ca) or by calling us at 1-888-466-4043. 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 Digital Commerce Bank from fraud, we may collect and use your personal information that has been obtained from credit bureaus, credit reporting agencies, and credit issuers.

## **COERCIVE TIED SELLING**

Section 459.1 of the Bank Act prohibits banks from practicing coercive tied selling. More specifically, it is against the law for a bank to impose undue pressure on, or coerce a person to obtain a product or service from a particular person, including the bank and any of its affiliates, as a condition for obtaining another product or service from the bank. You cannot be pressured to buy a product, or service that you don't want, from a bank or one of its affiliates, to obtain another bank product or service. Example: DCBank cannot tell you that you need to open a bank account in order to obtain a prepaid credit product. Or DCBank cannot force you to open a DCBank account in order to receive separate products. However, banks (and their affiliates) are allowed to offer consumers, in conjunction with one of their products, another product or service on more favourable terms than they normally would provide. This is similar to a company's offering a deal or discount to its customers if they purchase more than one item from the company.

## **LANGUAGE**

When choosing to open a Digital Commerce Bank Personal Deposit Only Account, 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.

## **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. Upon receipt of the proper legal documents 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.

## **INACTIVE ACCOUNTS**

An account with a zero balance for one year will be closed.