

Effective February 2017

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2.2 DC Bank Pre-Authorized Debit (PAD) – Terms and Conditions

The PAD agreement is signed between you and DC Bank. It authorizes DC Bank to deduct the H&R Block tax preparation and certain other fees once your refund/or reoccurring GST/HST, Trillium and other payment(s) have been received in your DC Bank Deposit Account. The agreement outlines the terms and conditions of the PAD.

2.3 DC Payments Cardholder Agreement – Terms and Conditions

This agreement is between you and DC Bank. The agreement outlines any fees, card functionality and the terms and conditions of the H&R Block Advantage Prepaid VISA card.

2.4 DC Payments Cardholder Agreement – Terms and Conditions (Quebec Residents Only)

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

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

1.1 Electronic H&R Block Pay With Refund® Service - 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 DirectCash Bank (“DC Bank”), 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 DC Bank. 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 DC Bank (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 DC Bank 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 in one of three ways: (1) by direct deposit into the bank account of your choice; (2) by delivery to an H&R Block Advantage Visa® Prepaid card issued by DC Bank (the “Refund Card”); or (3) by INTERAC e-Transfer® to a bank account of your choice (the “e-Transfer”). DC Bank 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 agency services that it has retained H&R Block to perform on its behalf in relation to the Deposit Account. Any DC Bank charges are disclosed in the contracts to be entered between you and DC Bank in this respect. 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 MAY ALSO BE ASKED TO PRODUCE YOUR DRIVER’S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

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 a

Cash Back, a Pay Account Later ("PAL") 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 DC Bank 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 funding your Deposit Account and H&R Block and DC Bank 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 other than the Deposit Account. 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 regular collection process after a determined period of 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 delivers an amount equal to your federal and provincial tax refunds/payments, less tax preparation and other fees payable to H&R Block, any Other Debt, fees payable to DC Bank, and other authorized amounts.
- (c) The CRA normally make an electronic deposit within 7-14 days after an electronic filing of a return. 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. **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.**
- (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 DC Bank receives your tax refund or recurring payment issued by the Taxing Authorities.
- (h) Neither DC Bank 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, H&R Block will electronically transmit or paper file your tax return with the Taxing Authorities and send your e-PWR service information to DC Bank 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 DC Bank.
- (b) Once your federal or provincial tax refund and other amounts, if any, are received in the Deposit Account, DC Bank will look to amounts received into the Deposit Account for payment of the tax preparation fees or delinquent Cash Back, PAL or Other Debt. You can check the status of your refund by calling 1-800-HRBLOCK (1-800-472-5625).

6. Refund Deposit Account. You request and direct that a Deposit Account be opened at DC Bank 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 has contracted with DC Bank 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 DC Bank 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 DC Bank has other duties to you beyond the preparation of your tax return, the transmission of your tax preparation or other fee information to DC Bank, 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 agent of DC Bank 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 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 DC Bank.
- (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 web site 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 deter-

mined 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 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 or its 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.

13. Check the status of your refund. If the CRA/RQ has released you 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 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 DC Bank, after my H&R Block fees are paid?

A. CRA and RQ will continue to deposit refunds and credits to your DC Bank 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 direct deposit or e-Transfer to your personal bank account. Once your fees are paid, should you wish to change the direct deposit information from your DC Bank 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. MQ

- 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 VISA® card 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 DC Bank 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. DC Bank 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 web site 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 web site and mailing the changes.

1.3 ADVANTAGE CARD - CLIENT FREQUENTLY ASKED QUESTIONS

Q. Benefits of the Advantage Card?

A.

- It's instant – like having money in your hand. Ready for use as soon as your refund is loaded
- Funds can be withdrawn at any Visa/Plus ATM Network machine 24/7
- The card, once loaded, can be used for purchases – in store or on-line
- No waiting time for cheques to clear or cheque cashing fees
- More secure
- Can be replaced immediately upon visiting an H&R Block office
- Purchases can be returned for refunds onto the card (provided the merchant accepts returns)
- Easy to access card balances with 4 different options
- Can be reloaded again with next year's refund at H&R Block
- Can be reloaded with personal funds at 6000+ Canada Post locations
- Can make bill payments with it

Q. How do I use the card?

A. The H&R Block Advantage Card is not equipped with a chip. If using it for a purchase, slide the card and sign the receipt. There is no fee charged for use if the Advantage Card is used for purchasing goods in a store or online. If using the Advantage Card to make an on-line purchase, enter the name and address of the cardholder as it appears on the DC Bank agreement you signed when you received the card.

Q. How do I change the PIN# associated with the card to a PIN# of my choice?

A. Logon to your account at <https://hrblock.cardfunctions.net>. Select card from the "Change PIN" section. Enter new PIN # when prompted.

Q. How do I withdraw cash from an ATM?

A. If using the card at an ATM, just insert it and follow the directions. The PIN will be required. Select "Credit Card" to withdraw funds from an ATM. The card will not work if the "Chequing account" or "Savings account" option has been selected. As with most regular credit cards, there is a fee for every ATM transaction. The withdrawal amount plus the fee cannot exceed the available balance.

Q. Is there a limit on how much can be withdrawn or spent on purchases using the Advantage Card?

A. The Advantage Card itself has a \$2,500.00 daily limit for ATM withdrawals and \$7,500.00 daily for purchases. ATMs may have lower withdrawal limits than the card. However, multiple Visa/Plus ATM Network machines can be used to withdraw additional amounts of money.

Q. What if I have problems with the Advantage Card once I leave the office?

A. You can call our Client Service Center at 1-800-HRBLOCK to get assistance if you have concerns about how to use the card or if it is lost. For balance inquiries, PIN resetting, or withdrawal issues, you should call DC Bank toll free 1-877-275-1374. However, if a new card needs to be issued, you will also have to go to your H&R Block office for a replacement card.

Q. What if there are attempts to withdraw funds from a Visa/Plus ATM Network machine but no funds come out and an ATM fee is charged?

A. Call DirectCash toll free at 1-877-275-1374 and report the situation. DirectCash will initiate a trace to investigate the transaction, which can take up to 45 days. When the merchant verifies that funds did not come out, the respective amount will be credited back to the Advantage Card. This situation may arise if no funds were left in the ATM or a jam may have occurred. You should retain the ATM transaction receipt.

Q. What if I report a problem with a retailer in accepting the Advantage Card?

A. Even though the VISA® is widely accepted, there may be merchants that are not set up for VISA® payments. You have the option to purchase somewhere else or to pay with other means.

Q. I want to return an item that was purchased using the Advantage Card. Can the refund be credited to the card?

A. Yes, if the retailer accepts returns for refund, refunds can be completed on the Advantage card. Refunds can take up to 45 days to appear on the card.

Q. Can the Advantage card be used outside of Canada?

A. Yes, the Advantage card can be used internationally, wherever VISA® is accepted. The immediate user fees are the same as for the use of the Advantage card in Canada. While no direct purchase fee is charged when using the Advantage card in a foreign store, for the use of a foreign ATM, the same withdrawal fees of \$2.95 per transaction apply. Withdrawals are also subject to the ATM requirements of the country being visited. A 3.5% fee will be charged on all international transactions.

Q. What do I do if I lose or damage the card, or if it is stolen?

A. If the card is lost or stolen you should immediately call 1-877-275-1374 to have the card disabled. Come into any H&R Block office to have a replacement card issued. Note: As long as the lost or stolen card is not reported, you will be liable for any loss of funds. The VISA® Zero Liability Guarantee starts with reporting of the lost or stolen card.

Q. How do I check the balance on my Advantage Card?

A. You can check your Advantage Card balance in one of four ways:

- Set-up balance alerts sent to your cell phone via text message at hrblock.cardfunctions.net
- Set-up balance alerts sent by email at hrblock.cardfunctions.net
- You can call the toll free interactive voice recognition (IVR) number: dial 1-877-275-1374
- Check the balance on-line at hrblock.cardfunctions.net

Q. There is a small balance remaining on the card, how is that withdrawn?

A. Because the smallest balance that can be withdrawn from an ATM is \$20, the best way to use the remaining balance is by doing a partial payment on a purchase. Many merchants offer the ability to make a partial payment automatically when the balance does not cover the entire purchase. If the merchant does not automatically offer partial payment follow these steps:

1. When making a purchase, tell the clerk that you have funds remaining on your card and that you would like to make a partial payment using these funds.
2. The clerk can apply the remaining funds from your card and then will ask you how you would like to pay for the remaining balance. The options to pay are determined by the retailer, but typically include debit card, credit card, cash, cheque, etc.
3. Pay the remaining balance using the payment method of your choice.

Q. What if the PIN is not working?

A. If the PIN is entered incorrectly more than 3 times, you will be locked out and must call toll free 1- 877- 275-1374 to have the PIN reset. If you have forgotten your PIN, you will need to go to your H&R Block office to have a new card issued.

Q. Why is there a hold on funds on my card?

A. A "hold" may be placed on transactions made at car rental companies, gas stations, hotels or restaurants. Some holds are placed for an amount higher than the actual service. This does not mean a merchant is charging you more; it is to ensure sufficient funds are available in case additional charges need to be applied, such as late fees or damage fees. Holds usually fall off your prepaid account automatically in 1-5 business days from the date of service. Hotels & rental car

merchant holds may take longer depending on policies. Please speak directly with the merchant if you have further questions about holds.

Q. Can the funds be transferred from the Advantage Card to a bank account?

A. Funds cannot be directly transferred from their Advantage Card to a personal bank account. Instead, you can withdraw the funds from multiple Visa/Plus ATM Network machines and then deposit them into your bank account.

Q. How do I dispute a purchase or online transaction?

A. If you believe your card has been subject to an incorrect, unauthorized or a transaction you do not recognize, you can ask the DC Bank to investigate by contacting 1.877.275.1374

Q. Is there a timeline or deadline for reporting transactions for investigation?

A. Yes. If you have identified a transaction error on your statement, such as an incorrect or unauthorized amount, we must hear from you no later than 45 days from the transaction date posted on your card statement.

Q. How long does a purchase, online or ATM transaction investigation take?

A. Once we have received your completed chargeback form, we will begin investigating the transaction. Investigation timeframes may take 45 to 120 days.

Q. When will I receive a credit for the investigated transaction?

A. This is dependent on what we found during our investigation. If our investigation confirms an error did occur, we will credit your card. If we find an error did not occur, no credits will be provided.



SECTION 2
DC Bank And DC Payments Services

2.1 DEPOSIT ACCOUNT AGREEMENT - TERMS AND CONDITIONS

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

2. CDIC Insurance. DC Bank 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 web site at www.cdic.ca.

3. No Minimum Starting Deposit Required. We do not require that you provide any minimum balance to open an account with us. Your account may be opened with an initial \$0 balance. However, DC Bank 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 DC Bank 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 DC Bank 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 DC Bank Account. We may limit the number of External Accounts that can be linked.

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

You may transfer funds between your DC Bank 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 DC Bank Account and another bank account using a service known as ‘INTERAC e-Transfer®’.

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

You understand and agree that, except as otherwise provided in this Agreement, DC Bank will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of DC Bank arising directly from the performance of DC Bank of its obligations under this Agreement and DC Bank will not be liable to you for any other direct damages. In addition, DC Bank 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 DC Bank was advised or the possibility of damages or was negligent. These limitation apply to any act or omission of DC Bank , 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 DC Bank , or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

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

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

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

13. Holds on Your Funds. We reserve the right, in our sole discretion, to investigate an Electronic Funds Transfer (EFT) in any circumstance 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.

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

15. Email and/or Text/SMS Messages. If you indicated “Yes” beside either or both of “Authorization: I wish to receive transaction & balance information by text (SMS)” above and have provided an email address or cellular phone number capable of receiving text/SMS messages, then you are consenting to the sending of messages by DC Bank and Outside Service Providers (as defined below) 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 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 DC Bank’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, 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. You are responsible for informing DC Bank 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.

16. Privacy Principles. We are committed to keeping individuals’ personal information accurate, confidential, secure and private. A copy of the DC Bank Privacy Code will be made available to you when you open an Account. The DC Bank Privacy Code is also available on our web site at www.DCBank.ca. By applying to open an Account with us, you consent to the collection, use and disclosure of your personal information in accordance with the Privacy Code. You also agree that in order to establish your identification and to protect both you and DC Bank from fraud, we may collect and use your personal information that has been obtained from credit bureaus, credit reporting agencies, and credit insurers.

17. Confidentiality and Accessing Your Account with Your Web Banking Password. You are responsible for and give us your authorization to carry out all instructions given verbally using your Account numbers or electronically using your web banking password. We will not be liable to you for any loss or claim arising out of our relying on verbal verification of account number or electronic instructions provided to us using your web password. No DC Bank 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.

18. Overdrafts. DC Bank 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 a overdraft (negative) position. Overdraft (negative) balances in your Account are not a loan by DC Bank to you and no interest is charged by us on such overdraft/ negative balances. However, if your Account falls into an overdraft position, we will charge a flat

monthly overdraft fee without notifying you. You must repay any overdraft amounts on demand.

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

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

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

22. Dormant Accounts. You understand that your Account will be marked as inactive if no activity (withdrawal, deposit or online transaction, initiated by you) occurs in the Account for a period of one year. We will charge the Dormant Fee of **\$5.00** monthly to your Account after 60 days of inactivity, and if there are insufficient funds to cover such fees, you authorize DC Bank to close your Account without notice. If you have not contacted DC Bank within ten years from the date the Account was marked as inactive, the Account will be designated as abandoned and in accordance with applicable law, the balance of your Account will be transferred to the Bank of Canada. It will be your responsibility to file a claim with the Bank of Canada to obtain the balance.

23. Changes to this Agreement. We may change these Account Terms at any time, and any changes will be effective 35 days following notice to you. Notice of changes to the Account Terms may be distributed through DC Bank statements, newsletters and/or posted on the DC Bank web site. DC Bank 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 DC Bank after the effective date of the change, you automatically accept the change. Notice of changes will be posted at all Agent locations 60 days prior to effective date of the change.

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

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

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

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

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

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

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

Web site: www.fcac-acfc.gc.ca

31. 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 DC Bank. If one joint Account holder requests a transaction we will execute it without express authorization of any other joint Account holder. Each account holder is individually liable, and all account holders are jointly liable (or in Quebec, solitarily liable), to pay DC Bank 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 account holder may be provided Account information including transactions and Account related information of other joint account holders. This includes information about the Account prior to it becoming a joint Account.

32. 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.

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

34. No Waiver of DC Bank’s Rights. If DC Bank fails to exercise any of its rights under these Account Terms or if DC Bank delays exercising any of its rights under these Account Terms, this will not be a waiver of DC Bank’s rights and will not prevent DC Bank from exercising these rights in the future.

2.2 AUTHORIZED DEBIT (PAD) AGREEMENT TERMS AND CONDITIONS

1. Agreement and Parties. By executing this Agreement and delivering it to Merchant or DirectCash Bank, you are entering into an agreement with DirectCash and Merchant in respect of the matters set out herein. No alterations to this Agreement may be made without DirectCash's prior written approval (Merchant does not have authority to agree to any such alterations on DirectCash's behalf).

2. Definitions.

Account means the financial institution account in your name designated pursuant to the Deposit Account Agreement.

Authorization means a signature or similar authentication from you, including but not limited to a password or secret code, for the purpose of identifying you and signifying consent from you and includes the information or instruction accompanying such authentication.

CPA means the Canadian Payments Association, an agency of the government of Canada constituted under the Canadian Payments Act (Canada).

Deposit Account Agreement means the DirectCash Bank Deposit Account Agreement entered into by the Payor on or about the date specified above.

PAD means a pre authorized debit payment item issued by DirectCash that is drawn on the Account.

PAD Rules means any of the rules and bylaws of the CPA relating to PADs as well as the internal rules and procedures of DirectCash Bank which instructs a PAD.

Payor "you", and "your" means the individual signing this Agreement.

Signature means either (a) an actual signature (original or telecopy) or (b) a secure electronic signature that results from a security technology or process that ensures the electronic signature is unique to the signer, was created and affixed by the signer or by using a means under the sole control of the signer, and indicates the signer's approval of the data message.

Writing or **"in writing"** means any mode of representing or reproducing words in visible form, and includes an electronic document, provided the document is under the control of the intended recipient, the information contained in the electronic document is substantially in the same form as a paper copy, and the information contained in the document is accessible if requested.

3. Authorization. You hereby authorize DirectCash and any successor or assign of DirectCash to draw a debit in paper, electronic or other form on your Account at DirectCash Bank and you authorize DirectCash Bank to honour and pay such debits. This authorization is provided for the benefit of DirectCash and DirectCash Bank and is provided in consideration of DirectCash Bank agreeing to process debits against your Account in accordance with the PAD Rules. You agree that any further Authorization you may provide to draw a PAD, and any PAD drawn in accordance with this Agreement, shall be binding on you as if signed by you, and, in the case of paper debits, as if they were cheques signed by you.

4. Revocation of Authorization. The authorization for PADs constituted by this Agreement (or any subsequent Authorization) may be cancelled/revoked at any time, upon notice being provided by you to DirectCash, in writing (or orally or electronically with proper Authorization to verify your identity, if oral or electronic Authorization functions are available), on at least 30 days prior notice. You acknowledge that, in order to revoke the authorizations, you must provide notice of revocation to DirectCash. You may obtain a sample cancellation form, or more information on your right to cancel a PAD Agreement from DirectCash Bank or by visiting www.cdnpay.ca. Revocation of authorization for PADs does not terminate any contract for goods or services that exists between you and Merchant. The authorization provided for in this Agreement applies only to the method of payment and you agree that revocation of authorization for PADs does not terminate or otherwise have any bearing on any contract that exists between you and Merchant. Revocation of the authorization for PADs shall have no effect on PADs completed before the date the revocation became effective.

5. Verification Not Required. You acknowledge and agree that DirectCash Bank is not required to verify that a PAD has been issued in accordance with the particulars of this Agreement and any applicable Authorization, including, but not limited to, the amount of any PAD. You acknowledge and agree that DirectCash Bank is not required to verify that any purpose of payment for which a PAD was issued has been fulfilled by DirectCash or Merchant as a condition to honouring a PAD issued or caused to be issued by DirectCash on your Account. DirectCash Bank may rely on the instructions received from DirectCash.

Further, DirectCash may rely on the instructions received from Merchant.

6. DirectCash and Merchant Status. DirectCash is not a financial institution and is not in the business of accepting deposits or of conducting banking operations. Merchant has retained DirectCash to be the payee to receive payments from you.

7. Payor Information. You agree that any registration information which you provide to DirectCash shall be updated whenever the same is changed so that DirectCash's records are always current.

8. Account Information Certified. You hereby certify that all information provided with respect to the Account is accurate. You undertake and agree to inform DirectCash, in writing, of any change in the Account information provided in this Agreement. In the event of any such change, this Agreement shall continue in respect of any new account to be used for PADs.

9. PAD Rules and Other Rules. You agree to comply with the PAD Rules, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and you agree to execute any further documentation which may be prescribed from time to time by the CPA in respect of the services described herein.

10. No Responsibility for Merchant. DirectCash and DirectCash Bank are not responsible for any failure to supply or lack of suitability or quality of any goods or services purchased from Merchant and are not responsible for any other contractual or other obligation of Merchant to you. You will settle directly between you and Merchant any dispute.

11. Deemed Delivery. You agree that providing and delivering this Agreement and providing and delivering any Authorization to Merchant (and the subsequent delivery of the original or a copy of this Agreement or an Authorization to DirectCash) constitutes delivery by you to DirectCash Bank. You agree that DirectCash may deliver a copy of this Agreement and evidence of any Authorization to DirectCash Bank and agree to the disclosure of any information which may be contained in this Agreement or any Authorization to DirectCash Bank.

12. Rights to Dispute PADs. A PAD may be disputed by you under the following conditions:

- (a) the PAD was not drawn in accordance with this Agreement; or
- (b) the authorizations for PADs were revoked in accordance with this Agreement; or
- (c) pre-notification was not received and such pre notification was required under the terms of this Agreement (i.e. for a change for which you have not waived pre notification).

In order to be reimbursed, you acknowledge that a declaration to the effect that either (a), (b) or (c) took place, must be completed and provided to DirectCash up to and including 90 calendar days, after the date on which the PAD in dispute was posted to your Account. You acknowledge that a claim on the basis that the authorizations under this Agreement were revoked, or any other reason, is a matter to be resolved solely between DirectCash/Merchant and you when disputing any PAD after 90 calendar days. To obtain a form for a reimbursement claim or for more information on your recourse rights, you may contact DirectCash Bank or visit www.cdnpay.ca

13. Signatures Certified. You warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below.

14. Notice & Communication. Any electronic communication between you and DirectCash will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions by telephone, facsimile, email, world wide web initiated internet message, wire or other method of telecommunication or electronic transmission.

DirectCash will consider any electronic communication apparently received from you or in your name to be duly authorized by you. You authorize DirectCash to rely and act on any such communication. If the communication is by facsimile transmission, DirectCash will be entitled to act upon any signature purporting to be your signature.

DirectCash may, at your request, forward to you copies of any statements, instruments or other documents by facsimile or other electronic transmission to the number or address provided by you from time to time. For mutual protection, DirectCash may record all telephone calls that relate to or include instructions relating to this Agreement.

You agree that DirectCash's records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. DirectCash's records will be conclusive proof of the information contained in such electronic communications.

15. Amendment to Agreement. DirectCash may change the provisions of this Agreement from time to time. DirectCash will notify you of any changes by:

(a) sending you notice at the last address notified by you to DirectCash for the purposes of this Agreement; or

(b) posting a notice on DirectCash's web site.

If DirectCash mails a notice, it will be considered to have been received by you 5 days after DirectCash deposits it in the mail. If you instruct a PAD after DirectCash sends or posts a notice, you are deemed to have accepted the change as of the effective date set out in the notice.

16. No Assignment. This Agreement is not assignable by you. This Agreement is assignable by DirectCash and Merchant.

17. Privacy Protection. DirectCash shall have the right to establish files on you based upon information provided by you in this PAD Agreement and subsequent Authorizations. Further, DirectCash will obtain information regarding when and where you instruct PADs. All personal information collected is referred to as "Private Information". Within DirectCash and DirectCash's affiliate organizations the following categories of personnel shall have the ability to access Private Information: executive officers, call centre employees, members of the PAD operations, legal and technology departments ("PAD Personnel"). Private Information will also be available to Merchant, financial institutions and other outside service providers ("Service Providers") involved in providing you with the services associated with this Agreement. DirectCash and the Service Providers shall use Private Information for the purpose of providing PAD Services to you and to meet the requirements of applicable law (including CPA rules and regulations). Furthermore, paper file records containing Private Information may be kept at Merchant's premises or DirectCash's head office premises. DirectCash's privacy code "DirectCash Protecting Your Privacy" applies to how DirectCash collects, uses and distributes your Private Information (the "DirectCash Privacy Code"). Merchant's privacy code applies to how Merchant collects, uses and distributes your Private Information (the "Merchant Privacy Code"). In the DirectCash Privacy Code it is explained why DirectCash collects personal information, what information DirectCash collects, how DirectCash protects Private Information, when DirectCash releases Private Information and how you can view, check and correct DirectCash's information regarding you if needed. A copy of the DirectCash Privacy Code is available by contacting DirectCash or downloading it from DirectCash's web site. By executing this Agreement you consent to the collection, use and disclosure of your Private Information as provided for in this Agreement and as outlined in the DirectCash Privacy Code.

18. Termination of This Agreement. This Agreement will not terminate except upon the written agreement of both DirectCash and you.

19. Quebec – Use of English Language. 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 la présente contrat et tous les documents s'y rattachant soient rédigés et signés en anglais.

2.3 PREPAID CARDHOLDER AGREEMENT TERMS AND CONDITIONS

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

1. This Prepaid Cardholder Agreement (“Agreement”) constitutes a binding agreement between DirectCash Bank (“DC Bank”), and you (the “Cardholder”) with respect to the terms of use of the Prepaid Debit Card or the Prepaid Credit Card (each, a “Card”) that is issued by DC Bank and which you receive from an authorized distributor (“Distributor”) of DC Bank. By accepting the Card from the Distributor and using the Card, you agree to be bound by and accept the terms and conditions set out herein. In this Agreement, the words “you”, “your” and “yours” mean the Cardholder and any person who uses the Card. “We”, “us”, “our”, “Issuer” and “DC Bank” mean DirectCash Bank. This agreement is between you and DC Bank. You should keep a copy of this Agreement with your important records.

2. The Distributor will provide you with a Prepaid Debit Card or Prepaid Credit Card issued by DC Bank. 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 is evidence of your consent to be bound by the terms and conditions of this Agreement.

3. In the case of Prepaid Credit Cards only, DC Bank (or a Distributor) may provide you with a temporary “instant issue” Prepaid Credit Card issued by DC Bank. Subsequently DC Bank may issue and send you by mail (to the address you provided to the Distributor) a permanent Prepaid Credit Card with your name on it. Once you receive and activate your Card with your name on it, your temporary card will no longer be active. In this Agreement the term “Card” includes both the instant issue Card and the permanent Card.

OWNERSHIP OF THE CARD

4. The Card is owned by Direct Cash Bank (DC Bank) and will remain the property of DC Bank. 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 DC Bank or as DC Bank instructs, immediately upon request by DC Bank. 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 DC Bank.

USE

5. You agree to use the Card only for legal purposes. You may access any funds available on the Card (“Balance”) to purchase goods and services wherever the card is accepted by a merchant (“POS Transaction”). The Card includes a Personal Identification Number (“PIN”) and can be used to access any Balance available on the Card to obtain cash at ATMs displaying the Network Logo or Acceptance Marks that are on the Card. Interac Cards allow the Cardholder to use any direct payment terminal or ATM which displays the Interac logo. A MasterCard prepaid Card can be used at any payment terminal or ATM that displays the MasterCard or Cirrus logo. A Visa prepaid Card can be used at any payment terminal or ATM that displays the Visa or Plus logo. When you use the Card, the amount of the purchase plus any applicable fees and taxes for the POS Transaction will be deducted from the available Balance associated with the Card. The Card may also be used to access other services which DC Bank may offer, in its sole discretion, to the Cardholder from time to time.

6. To avoid problems when using your Card we recommend that you don’t use your Card in the following situations:

a) Where a hold is placed on your Balance. This may happen when you rent a car, reserve a hotel room or pay for gas at the pump. In these situations, you can still use your Card to pay for the services when you complete the transaction. For example, you can use your Card when you return the

rental car, when you check out of your hotel room, or when paying for gas at the register.

b) Where restaurants or other establishments ask us to authorize an additional amount (typically, a fixed percentage of approximately 20%) over the bill amount that is presented to you, to cover the tip that they expect you will add to the bill amount. To avoid a decline or a hold if your Balance is low, we recommend that you ask the establishment to authorize a specific dollar amount instead of a percentage. We do not guarantee that the establishment will agree to this.

7. Provided you comply with the terms of this Agreement, the Card will be valid and usable until the Balance is depleted or until the expiry date on the Card. Your right to use the Balance on the Card will not expire. When your Card expires, you can obtain another Card by calling our Client Contact Centre at 1-866-231-0373, or by visiting one of our Distributor locations. To add or increase a Balance on the Card, you must provide funds to the Distributor or any other authorized merchant that offers the Card on behalf of DC Bank. 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 is \$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). Subject to applicable Card fees, funds loaded to the Card in-store or via card-to-card transfer will be available immediately after the loading is confirmed by DC Bank. The time before funds become available may vary for other load types.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE AVAILABLE ON YOUR CARD FOR ANY POS TRANSACTION OR ANY ATM TRANSACTION.

It is the Cardholder's responsibility to ensure that there is always a sufficient Balance on the Card to cover the transaction. Some types of retail transactions can result in a negative Balance on your Card, if you have not ensured that there is a sufficient Balance on the Card to cover the transaction. In this event, you will be responsible to pay to DC Bank the negative Balance on your Card, AS WELL AS AN OVERDRAFT FEE.

8. You may reload your card any time with cash or debit by visiting any DC Bank authorized reload location. You may locate a participating reload location by going online to www.DCBank.ca. DC Bank has retained the services of DirectCash ATM Management Partnership and DirectCash ATM Processing Partnerships ("the Processors") to provide processing services for prepaid cards, including the reloading of your card. Such reload services are in certain cases being performed by subcontractors of the Processors.

9. You may obtain information about the remaining Balance on your Card by calling us toll free 24 hours a day, seven (7) days a week at 1-866-231-0373 or accessing the web site at www.DCBank.ca (the "Web site") or signing up for email and web-based text alerts to your cell phone. Information about transactions made with your Card is available online at www.DCBank.ca. DC Bank will, upon your request and for a fee, mail to you a written statement of transactions made with your Card.

10. 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. 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 or ATM operator. Furthermore, you must notify DC Bank by calling toll free at 1-866-231-0373 or going online at www.DCBank.ca 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 Card Balance, are **not** permitted. All PAD transactions attempted on your Card will be rejected and DC Bank will not be liable for any costs incurred by you as a result.

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 Card. You agree to reimburse DC Bank for any excess cash or credit received by you forthwith upon demand by DC Bank.

13. Your Card is a Canadian dollar Card. We convert transactions made in a foreign currency to Canadian dollars. If you make a purchase or obtain funds with the Card in a currency other than Canadian currency, you authorize us to convert the amount of such transaction to Canadian currency based on the rate charged by the card network (Visa, MasterCard or Interac Debit) on the day we process the transaction, plus an administration fee of 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, MasterCard or Interac Debit) 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.

14. 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.

15. A merchant may not process a credit to your Card unless DC Bank is able to verify a previous debit transaction by that merchant for an amount equal to or greater than the amount of the credit.

16. The Card represents a general liability to DC Bank. The funds provided by you to the Distributor, or the Processors' subcontractors to pay for the Balance loaded on the Card are not a deposit with DC Bank or a Distributor and do not establish a separate individual deposit account. You will not receive interest on the Balance on the Card or on the funds you provide to the Distributor. The Balance on the Card is not insured by the Canada Deposit Insurance Corporation (CDIC), and is subject to normal risks.

17. The Card is not a credit card or charge card and will not enhance your credit rating.

18. 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.

19. If your Card has a negative Balance and three consecutive transactions are conducted while the Card is in this state, DC Bank will disable the Card to prevent any further transactions until the Balance on the Card is brought back into credit.

LOST OR STOLEN CARD OR PIN

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

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 us is 1-866-231-0373. If you give us your name on the Card and the Card number, 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 avail-

able seven (7) days a week, 24 hours a day that will allow immediate cancellation of the Card upon your request. You will be required to answer an identifying question drawn from your personal information. A replacement Card with any remaining Balance less our fees will be issued within ten (10) days after you report the Card lost or stolen to ensure that all transactions have been processed properly. With your Card network Zero Liability policy, you will not be liable for any unauthorized transactions made with your lost or stolen card unless you have been grossly negligent or have engaged in fraud. Verification of a Zero Liability claim can take up to forty-five (45) days and may require a police investigation.

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. So DC Bank may issue the Card to you through the Distributor, an authorized Distributor may load the Card, and DC Bank and the Distributor may provide the Card services described in this Agreement to you, DC Bank and the Distributor will collect and use your personal information, including, but not limited to your name, address, telephone number and date of birth, and may access details of the use of the Card. This personal information will be used by DC Bank and the Distributor to confirm your identity, obtain a credit report, provide Card services to you, provide notifications, communicate with you by telephone or writing, report to any governmental body or agency that 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 Web site 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 Card to DC Bank. Your Card will be cancelled and any balance, less a cancellation fee, will be returned to you by DC Bank.

24. If you indicated "Yes" beside either or both of "Authorization: I wish to receive transaction & balance information by text (SMS)" and have provided an email address or cellular phone number capable of receiving text/SMS messages, then you are consenting to the sending of messages by 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 card be sent to the designated email addresses and phone numbers and that it is your responsibility to assure the numbers provided are secure and under your control. If you would like to discontinue Email or text/SMS messaging you may do so by following 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

25. Card fees will be disclosed to you at the time of the issuance of the temporary Card and will be posted in the Distributor's location. Card fees are also available online at www.DCBank.ca. You acknowledge being advised of the fees and agree to pay applicable fees in effect for the services available under this Agreement.

26. Without limitation, fees may be charged by DC Bank 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 DC Bank from time to time by posting notice on the Web site 60 days immediately before the effective date of the new or increased fees. DC Bank 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 the Toll Free Number 1-866-231-0373. By use of your Card after the effective date or the new or increased fees, you agree to the new schedule of service and fees. You are aware that when using the Card, ATM operators and merchants may charge separate additional fees for their services.

NO LIABILITY

27. 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 Card, the failure of any retailer to honor the Card, or the failure of an ATM machine to dispense cash. 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 Card. 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 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. DC Bank will not be liable for any damage, loss or inconvenience you may incur if you are unable to use the Card as a result of any failure, error, malfunction or technical problem with or at our Distributors or with our or our service providers' system or equipment, or with an ATM.

28. If you have a complaint or inquiry about any aspect of your Card or Card Balance, please call our complaint officer at 1-866-231-0373. 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 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

29. 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.

CANCELLATION

30. You may at any time terminate this Agreement by surrendering of the Card to the Distributor and the Distributor shall reimburse you any outstanding Balance remaining on the Card less any outstanding fees. Alternatively, you may call 1-866-231-0373 and cancel the Card and a cheque will be mailed to you within forty-five (45) business days. DC Bank may terminate this Agreement at any time, at which time you will immediately return the Card to DC Bank or as DC Bank directs. DC Bank or its Distributor shall reimburse you any outstanding Balance remaining on the Card less outstanding fees. In the event that there is not a sufficient Balance on the Card to pay monthly maintenance fees, DC Bank 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

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

AMENDMENT

32. Subject to the provisions of clause 25 hereof, DC Bank may amend this Agreement by posting changes to this Agreement or a replacement form of this Agreement on our web site or sending notice to you via postal mail. Any changes will be effective on the effective date of the amendment specified in the posting or notice and you will be deemed to accept and be bound by the amendment upon use of the Card following the effective date. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify DC Bank that you are terminating this Agreement.

NOTICE

33. DC Bank may effect notice to you subject to the provisions of clause 25 specifically by regular mail postage prepaid to the address provided by you to the Distributor or to your last email address provided to the Distributor. DC Bank will post notice to you as part of all of a class of Cardholders by posting notice on our web site. 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 Web site (other than notification of a lost or stolen Card, which may only be done by telephone as set out above). Notice will be deemed to be received on the date of delivery of notice to the Distributor and the next business day after electronic mail.

GOVERNING LAWS

34. 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

35. 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.

36. DC Bank can assign this agreement or any of its terms to a third party at any time.

2.4 PREPAID CARDHOLDER AGREEMENT - TERMS AND CONDITIONS (FOR RESIDENTS OF QUEBEC)

Please review the following terms and conditions sections that are unique to the province of Quebec. Refer to Section 2.3 for all other terms and conditions applicable to the Prepaid Cardholder Agreement.

Prepaid Card Fee Schedule Additions

Card Replacement, cancellation, issuance, deactivation. Reactivation, statement charge - Free
All fees except monthly fees are per transaction. In the event of a conflict between the fee schedule, as amended from time to time in accordance with this agreement, and the balance of this agreement, the fee schedule shall prevail.

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 our Client Contact Centre at 1-877-275-1374, or by visiting one of our Distributor locations. To add or increase a Balance on the Card, you must provide funds to the Distributor or any other authorized merchant that offers the Card on behalf of DC Bank. 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 is \$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). Subject to applicable Card fees, funds loaded to the Card in-store or via card-to-card transfer will be available immediately after the loading is confirmed by DC Bank. The time before funds become available may vary for other load types. **YOU ARE NOT ALLOWED TO EXCEED THE BALANCE AVAILABLE ON YOUR CARD FOR ANY POS TRANSACTION OR ANY ATM TRANSACTION.** It is the Cardholder's responsibility to ensure that there is always a sufficient Balance on the Card to cover the transaction. Some types of retail transactions can result in a negative Balance on your Card, if you have not ensured that there is a sufficient Balance on the Card to cover the transaction. In this event, you will be responsible to pay to DC Bank the negative Balance on your Card, **AS WELL AS AN OVERDRAFT FEE** which, by entering into this agreement, you expressly consent to being charged.

9. You may obtain information about the remaining Balance on your Card by calling us toll free 24 hours a day, seven (7) days a week at 1-877-275-1374 or accessing the web site at www.DCBank.ca (the "Web site") or signing up for email and web-based text alerts to your cell phone. Balance inquiry fees may apply. Information about transactions made with your Card is available online at www.DCBank.ca. DC Bank will, upon your request and for a fee, mail to you a written statement of transactions made with your Card.

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 us is 1-877-275-1374. 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 Card upon your request. You will be required to answer an identifying question drawn from your personal information. If you give us your name on the Card and the Card number, DC Bank will refund any remaining Balance, in the manner described below, after we process all transactions that were completed before we had an opportunity to act on your information. A replacement Card with any remaining Balance less our fees will be issued within ten (10) days after you report the Card lost or stolen to ensure that all transactions have been processed properly. With your Card network Zero Liability policy, you will not be liable for any unauthorized transactions made with your lost or stolen card unless you have been grossly negligent or have engaged in fraud. Verification of a Zero Liability claim can take up to forty- five (45) days and may require a police investigation.

23. So DC Bank may issue the Card to you through the Distributor, an authorized Distributor may load the Card, and DC Bank and the Distributor may provide the Card services described in this Agreement to you, DC Bank and the Distributor will collect and use your personal information, including, but not limited to your name, address, telephone number and date of birth, and may access details of the use of the Card. This personal information will be used by DC Bank and the Distributor to confirm your identity, obtain a credit report, provide Card services to you, provide notifications, communicate with you by telephone or writing, report to any governmental body or agency that 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 Web site 60 days immediately before the effective date and by providing notice to you by email to your email address provided by you or by post to the most recent Cardholder address provided by you, at least 35 days before the effective date. The notice will set out the new clause only or the amended clause and the clause as it read formerly. You may withdraw your consent to such use, whether added or modified, at any time by notifying DC Bank in writing. In the event consent is withdrawn, you must return your Card to DC Bank. Your Card will be cancelled and any balance, less any applicable cancellation fee, will be returned to you by DC Bank.

26. Without limitation, fees may be charged by DC Bank 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 DC Bank from time to time by posting notice on the Web site 60 days immediately before the effective date of the new or increased fees. DC Bank 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. The notice will set out the new fees only or the new fees and the fees as they read formerly. You may update your contact information by calling the Toll Free Number 1-877-275-1374. By use of your Card after the effective date or the new or increased fees, you agree to the new schedule of service and fees. You are aware that when using the Card, ATM operators and merchants may charge separate additional fees for their services.

27. 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 Card, the failure of any retailer to honor the Card, or the failure of an ATM machine to dispense cash. 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 Card. 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 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. DC Bank 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 any third party service providers' system, equipment, or ATM.

29. Except for any Agreement concluded 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.

32. Subject to the provisions of clause 25 hereof, DC Bank may amend any portion of this Agreement by posting changes to this Agreement or a replacement form of this Agreement on the Web site 60 days immediately before the effective date or by sending notice to you via postal mail to the most recent Cardholder address provided at least 35 days before the effective date. The notice will set out the new clause only or the amended clause and the clause as it read formerly. Any changes will be effective on the effective date of the amendment specified in the posting or notice and you will be deemed to accept and be bound by the amendment upon use of the Card following the effective date. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify DC Bank that you are terminating this Agreement.

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

QUEBEC – USE OF ENGLISH LANGUAGE

37. 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.

2.5 DC BANK DISCLOSURE OPENING A PERSONAL DEPOSIT ACCOUNT

With a DirectCash Bank personal bank account, you'll have access to over 7,000 DirectCash ATM terminals across Canada as well as any ATM anywhere in the world that displays the Cirrus Symbol. Banking with DirectCash Bank means you have instant access to funds directly deposited into your account and the convenience of debit and online purchasing (including bill payment). A DirectCash Bank account is ideal for everyday ATM usage, point-of-sale (debit) and bill payments. There are no holds on direct deposits, no minimum balances required, and no credit checks to acquire an account. DirectCash 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, if any
- 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, if any
- 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)
- Transaction information will be made available on line at www.DCBank.ca
- DirectCash Bank does not offer overdrafts

When you open your personal deposit account, you will be required to present to us two (2) pieces of valid, original and not substantially defaced identification. If the name shown on one of the pieces of identification presented by you differs from the name shown on any other piece of identification presented by you, you are required to provide us with a certificate evidencing the change of name (or a certified copy of that certificate) or other document supporting the change. 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 credit product or debit product to access the funds in your bank account. If you choose a Prepaid Credit Product you will be required to provide at least one piece of unexpired government issued photo ID, with your signature and an expiry date.

ADDITIONAL ID REQUIREMENTS

The Bank may require based on its risk assessment according to 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 DC Bank's web site (www.DCBank.ca). Let us know if you would like to receive notification via email or text. DC Bank does not post notifications at any ATM co-branded with DC Bank.

STATEMENTS AND BALANCES

DC Bank offers statements and transactional history on DC Bank's web page www.DCBank.ca. You will be required to register for online banking with an Associate of DC Bank.

You may access the balance on your account by using DC Bank's online banking at www.DCBank.ca or by calling our toll free number at 1-888-466-4043 and using our Interactive Voice Response ("IVR").

You may also use DC Bank's free mobile banking application. This is available to Windows, Apple, Android and BlackBerry Smartphone market places. Query "DC Bank" (no spaces).

DEPOSIT AND WITHDRAWAL TRANSACTIONS

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

1. You may transfer funds between your DC Bank 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 web site (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 DC Bank 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 DC bank 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 DC Bank Associate, or you may obtain a copy of the form using DC Bank online web banking. Your account information is preprinted on the form.
3. Cash deposits may be made at an authorized DC Bank 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 will get a choice of either a DC Bank Debit Card or a Prepaid Credit Product Card which you can use to access your account. Your DC Bank 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 DC Bank 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 DC Bank 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 1-888-466-4043. 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.

DirectCash Bank

Bay #6, 1420 28th Street NE
Calgary, Alberta T2A 7W6

Attention: Customer Service Manager Fax: 403 451 3015 Phone: 403 387 2115
Email: complaints@directcashbank.com

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 DirectCash 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.

DirectCash Bank

Bay #6, 1420 28th Street NE Calgary, Alberta
T2A 7W6

Attention: DCB Ombudsman
Email: ombudsman@directcashbank.com

STEP 4: Additional resources

DirectCash Bank uses ADR Chambers Banking Ombudsman's office ("ADR Chambers") as an independent arbiter of complaints. ADR Chambers is completely independent from DirectCash 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

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

Web site: www.fcac-acfc.gc.ca

The FCAC’s web site 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 DirectCash 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 DirectCash Bank Privacy Code will be made available to you when you open an account. The DirectCash Bank Privacy Code is also available on our web site at 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 DirectCash 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: DC Bank cannot tell you that you need to open a bank account in order to obtain a prepaid credit product. Or DC Bank cannot force you to open a DC Bank account in order to receive their products. However, banks (and their affiliates) are allowed to offer consumers, in conjunction with one of their products, another product or service on more favorable 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 DirectCash Bank Personal Deposit 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.

DORMANT (INACTIVE) ACCOUNTS

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