CARDHOLDER AGREEMENT FOR A PREPAID CARD
between
Digital Commerce Bank and the Cardholder

Customer Service: 1-844-707-7788
contact@crypto.com
Website: www.crypto.com
DCB Customer Service: 1-844-836-6040

INFORMATION ABOUT THIS PREPAID CARD

Features and benefits of this prepaid card:

- Use your Crypto.com App to automatically load Canadian dollars onto your Card with the Preauthorized Transfer feature. The Preauthorized Transfer tops up your Funds Available on the Card after every time you make a purchase, withdrawal or transfer and can be changed or disabled at any time.
- There's **no credit check** needed to obtain this prepaid card.
- You **don't need a bank account** to obtain or use this card so it's a great option if you don't have (or don't want) a traditional banking relationship.
- This card is available to individuals who are unable to obtain a credit card for making purchases due to unsatisfactory/ **no credit history**.
- Our prepaid cards can be **used almost anywhere** that major payment methods are accepted.
- You can use it for **in-store and online purchases**.
- It can be used as a **budgeting tool** to avoid overspending since you can't spend more than you have loaded to the card.
- There's **no chance of incurring debt** since you're only spending money that has been loaded onto the card.
- You can **avoid overdraft** or overlimit fees since your card stops working once it reaches a $0 balance. There are **no non-sufficient funds (NSF) fees** if your account is too low to make a purchase. With these types of fees being $45 on average, overlimit/NSF fees can add up quickly.
- There are **no hidden fees**. All of our fees are clearly outlined below so you know up front exactly what you'll be charged for use of the card. Please ensure that you review these fees carefully before you choose our card.
- This card is safer than cash and has a **zero-liability guarantee**.
- You are **not "locked-in"** to this product. You can transfer out your money and stop using this card at any time and once you do, no further fees will apply.

These product features above won't apply equally to everyone since not everyone needs these features or they can access similar benefits with other products. However, the prepaid card offers ease of use and wide payment acceptance without the risk of overspending!

Reasons why this prepaid card may not be right for you:

- You won't earn interest on the funds loaded to the card. This card may not be the right choice for you if you intend to deposit a large balance on the card and leave it unused for a long period of time.
- Prepaid card activity is not reported to credit agencies so you can't use this product to help build up your credit.
- This product may not be right for you if need a low fee or no fee product since it could be potentially more expensive than a traditional debit or no fee credit card.

If you have any questions about this product or its features, please contact us at the number above.

AGREEMENT FOR DCBANK PREPAID CARD

CARD FEES INFORMATION BOX		
Type of Fee	**Transaction Fee Amount**	**Details of Fee Charged**
Domestic ATM Withdrawal Fee†	**Free**	In Canada (per withdrawal).
Domestic POS Transaction Fee†	**Free**	In Canada (per transaction).
Foreign Currency Administration Fee† **under $1,400 aggregate monthly threshold**	**Free**	For all foreign currency transactions that are **under the aggregate threshold of $1,400 per calendar month**, no Foreign Currency Administration Fee will apply.
Foreign Currency Administration Fee† **over $1,400 aggregate monthly threshold**	**2%**	For foreign currency transactions that are **over the aggregate threshold of $1,400 per calendar month**, a foreign currency transaction fee will apply to each transaction. We will charge you in Canadian currency if you use the Card to make transactions in a foreign currency. We will convert the transaction amount directly to Canadian dollars at the exchange rate in effect at the time we post the transaction to the Card. When the transaction is posted to the Card, in addition to the exchange rate, you will be charged the amount of this fee based on the amount of the transaction for each foreign currency transaction.
Virtual Card	**Free**	You will receive a virtual card at no charge.
Replacement Physical Card Fee **(Optional Service)**	**$70.00**	This cost will be charged each time you request a replacement Card. However, the cost will be waived if the Card has a defect that impacts transaction processing of the Card and you are not responsible for such defect.

† ATM operators and merchants may charge additional fees for their services. These fees are set by the ATM operators and merchants themselves, and DCBank has no control over the amount or applicability of such charges.

LIMITS TABLE	
Wallet Load Limits	A maximum amount of $**15,000.00 per day** may be loaded on the Wallet, up to a maximum of **$35,000.00 per calendar month**.
Preauthorized Transfer Load Limits	Up to a maximum of **$500.00 per day** may be loaded via Preauthorized Transfers.
POS Transaction Limits	Subject to the Maximum Daily Transaction Limit, up to a **maximum of $35,000.00** is allowed for purchases of goods and services **per day**, up to a **maximum of $35,000.00 per calendar month**.
ATM Transaction Limits	Subject to the Maximum Daily Transaction Limit, up to a **maximum of $2,500.00** is allowed for cash withdrawals from ATMs **per day**, up to **a maximum of $15,000.00 per calendar month.**
Maximum Transaction Daily Limit (POS & ATM)	Notwithstanding the stated POS Transaction Daily Limit and ATM Transaction Daily Limit, the maximum daily limit for all transactions is **$35,000.00 per day**.
Card to Card Transfer Limit	Up to a **maximum of $500.00 per day** may be transferred between Cards, up to a **maximum of $7,000**.00 per calendar month.
Funds Available Limit	The maximum amount of Funds Available on the Wallet at any time is **$35,000.00**.

1. DEFINITIONS

The terms below have the following meanings when used in this Agreement:

Agreement: this cardholder agreement for a prepaid card between DCBank and the Cardholder, the Privacy Code, and any amendments, replacements or updates we may provide from time to time.

ATM: an automated teller machine.

Card: a prepaid card issued by DCBank, or any replacement card, which allows you to access funds loaded on the Wallet and which may also provide you with access to certain products and services including, among other things, Third Party Services. The term "Card" also includes the temporary instant issue card that may be provided to you until you receive a permanent Card.

Cardholder: the cardholder noted above.

Cardholder Credentials: any one or all of, the user ID, password, personal security questions, one-time passcodes, biometric identifiers, Personal Identification Number ("**PIN**") and any other authentication information issued or registered by or on behalf of DCBank, or that may otherwise be used by you to access your Card account, Wallet information, or any related DCBank online or mobile services, as such methods may be updated by DCBank from time to time.

Crypto.com App: the mobile application software owned and released by Foris DAX CAN ULC., is available for download for Android or Apple iOS, including all content and services made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof. The terms and conditions applicable to the Crypto.com App are available at: https://crypto.com/document/entity_canada.pdf.

Customer Service Representative: a customer service representative, available to you through the Customer Service number listed on the first page of the Agreement.

DCBank: Digital Commerce Bank.

Funds Available: the amount of funds that have been successfully loaded on the Wallet, up to the Funds Available Limit (as described in the Limits Table), less the total amount of: (i) all purchases (including any amounts relating to pending or preauthorized transactions); (ii) any holds placed on funds that have been loaded; (iii) any cash withdrawals; (iv) any fees and other amounts that may be charged to a Card under the Agreement

loading: "loading" the Wallet is the process of adding funds or increasing the balance of funds that may be accessed on a Card.

Head of an International Organization: (sometimes referred to as an HIO) is a person who is either (i) the head of an international organization established by the governments of states; or (ii) the head of an institution established by an international organization. An international organization is an organization set up by the governments of more than one country. If an organization was established by means of a formally signed agreement between the governments of more than one country, then the head of that organization is a HIO. The existence of these organizations is recognized by law in their member countries, but the organizations are not seen to be resident organizations of any one-member country.

Politically Exposed Canadian Person: a PEP (sometimes referred to as a Domestic PEP) in/from/related to Canada.

Politically Exposed Foreign Person: a PEP (sometimes referred to as a PEFP) in/from/related to a country outside of Canada.

Politically Exposed Person: (sometimes referred to as a PEP) is (A) any person who holds or has ever held one of the following offices or positions in or on behalf of a country: (1) a head of state or government, (2) a member of the executive council of government or member of a legislature, (3) a deputy minister (or equivalent), (4) an ambassador or an ambassador's attaché or counsellor, (5) a military general (or higher rank), (6) a president of a state owned company of bank, (7) a head of a government agency, (8) a judge, or (9) a leader or president of a political party in a legislature; or (B) any of the following family members of an individual described in (A)(1)-(9): (i) mother, (ii) father, (iii) spouse, (iv) common law partner, (v) spouse's or common law partner's mother or father, (vi) brother, (vii) sister, (viii) half- brother, or (ix) half-sister, (in all cases regardless of citizenship, residence status, or birth place).

POS Transaction: a Point of Sale (POS) transaction where you access any Funds Available to purchase goods and services wherever the Card is accepted by a merchant or business.

Preauthorized Transactions: transactions that are authorized using the Crypto.com App in advance by you by a specific load type at substantially regular intervals to transfer Canadian dollars to your Wallet and increase the Funds Available on your Card.

Privacy Code: the DCBank privacy code, which may be updated from time to time.

Third Party Services: certain services (which may include credit or other lending services and loyalty programs) which may be offered by a third party other than DCBank, pursuant to your agreement(s) with any such third party, and which the third party may associate with the Card or to which the third party may provide access through the Card.

transaction: any transaction that is associated with a Wallet or Card including, but not limited to, any POS Transaction as well as obtaining cash at any applicable ATM.

United States (U.S.) Person: is any of the following: (a) a U.S. citizen or an individual who resides in the United States; (b) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof; (c) a trust, if: (i) a court in the United States would have the authority under applicable law to deliver orders or judgments about substantially all

issues regarding the administration of the trust, and (ii) one or more U.S. persons have the authority to control all the trust's major decisions; or (d) the estate of a person that is a citizen or a resident of the United States.

Wallet: the virtual wallet which is associated with Cards issued under this Agreement and includes the record of debits and credits with respect to transactions originated by a Cardholder and any other transactions.

We, us, our, and DCBank: DCBank or its agents.

Website: the Website which is listed on the first page of this Agreement, which you may access for details on the transactions you made on your Card or to obtain a copy of the Agreement.

You, your, yours, and Cardholder: the Cardholder and any other person who uses the Card.

2. ACCEPTANCE AND AGREEMENT TO TERMS AND CONDITIONS

2.1 The Agreement is between you and DCBank and governs the use of the Card. You should keep a copy of this Agreement with your important records. The Agreement shall come into effect on the date that is the earlier of (i) the date that we issue you a Card, (ii) the date that the Card is activated or (iii) the date of the Card's first use.

2.2 You will receive a Card issued by DCBank. You must immediately, and before using the Card, sign the back of the Card. By signing this Agreement, loading a balance in the Wallet, or by activating or otherwise using the Card, you, as the Cardholder, acknowledge having (i) received and read the entire Agreement, (ii) accepted its terms and conditions, and (iii) agreed to the fees that are detailed herein.

2.3 You may receive a temporary "instant issue" Card issued by DCBank. Subsequently you may receive (to the address you provided) a permanent Card with your name on it. Once you receive and activate the Card, your temporary Card will no longer be active. You may also have more than one permanent Card from time to time.

TO AVOID PROBLEMS WHEN USING YOUR CARD, WE RECOMMEND THAT YOU DO NOT USE YOUR CARD IN THE SITUATIONS DESCRIBED IN SECTION 4.3 AND 4.4 OF THIS AGREEMENT.

The Card may allow you to access certain products and services provided by third parties other than DCBank, including, among other things, Third Party Services. **DCBANK DOES NOT PROVIDE ANY THIRD PARTY SERVICES INCLUDING, WITHOUT LIMITATION, ANY LENDING, AND DCBANK DOES NOT CHARGE FOR ANY LOANS PROVIDED BY ANY THIRD PARTY.** The terms and conditions applicable to the Third Party Services that are accessible through the Card are contained in the agreement(s) between you and the third party provider of such Third Party Services and DCBank is under no circumstances a party to any such agreement(s). This Agreement only relates to the Card, the fees payable or deductible as a result of the use of the Card, and any other matters expressly described in this Agreement.

3. OWNERSHIP OF THE CARD

3.1 The Card belongs to us and you cannot transfer it or the Wallet to anyone else without our consent. The Card is for your use alone and you must comply with the terms and conditions of this Agreement. You must return the Card immediately when we request it.

3.2 You are responsible for all transactions initiated by use of the Card and for all losses as set out in Section 6. If you permit someone else to use the Card, you agree that we may refuse to authorize any transactions initiated by such person with the Card. However, if we authorize transactions by another person, we may treat such person as authorized by you to use the Card and you authorize us to debit the amount of such transactions from the Funds Available.

4. USING THE CARD

4.1 The Card is a prepaid card, which means the Wallet must be loaded or preloaded with a certain amount of funds prior to use of the Card. Your card is not a credit card. We will only honour transactions up to the amount of the Funds Available. You must always make sure you have sufficient Funds Available to cover the transaction.

4.2 **Preauthorized Transfers**. You may load your Wallet by enabling Preauthorized Transfers through the Crypto.com App. We are not responsible if any Preauthorized Transfer is declined because you do not have a sufficient balance in the load type you have elected to use to make the Preauthorized Transfer.

4.3 Except as provided in Section 5.3 below, the transaction will likely be declined if the Funds Available on your Card are not sufficient to complete the transaction, including any associated fees and taxes. You can ask the merchant if they will accept a split tender transaction. This will enable you to use the amount up to the amount of Funds Available and cover the difference with another form of payment. Merchants are not obliged to accept split tender transactions.

4.4 Certain merchants may place a hold on the Funds Available by way of a pre-authorized charge. This may happen when you rent a car, reserve a hotel room or pay for gas at the pump. **You are able to use your Card in these situations, however, the amount of Funds Available will be reduced by the amount of the hold and, as a result, will not be available to you until the merchant releases the hold**. For this reason, we recommend that you do not use your Card in these situations. You can still use your Card to pay for these services when the transaction is completed. For example, you can use your Card when you return the rental car, when you check out of your hotel room, or when purchasing gas.

4.5 Any funds which are loaded in the Wallet: (i) are not on deposit with DCBank; (ii) do not establish a separate individual deposit account; (iii) do not earn interest; and (iv) are not insured deposits under the *Canada Deposit Insurance Corporation Act*.

4.6 You may access any Funds Available to conduct transactions. The Card includes a PIN and can be used to access any Funds Available to obtain cash at ATMs displaying one of the card network logos or other acceptance marks that are on the Card. When you use the Card, the amount of the purchase plus any applicable fees and taxes for the POS Transaction or ATM transaction will be deducted from the Funds Available.

4.7 We may, in our sole discretion and at any time, restrict your ability to conduct an ATM transaction or otherwise modify your use permissions in an ATM Transaction, which may include limiting the amount of funds that you can withdraw in such ATM transaction.

4.8 The Card will be valid and usable until the Funds Available are depleted or until the expiry date associated with the Card. Notwithstanding the expiry date associated with the Card, your right to use the Funds Available that are loaded in the Wallet will not expire. When the Card expires, you can obtain another Card by calling a Customer Service Representative. In order to load the Wallet, you may visit the merchant where you received the Card (if applicable) or you may otherwise visit the Website for additional options.

4.9 You agree to: (a) comply with all laws and not to use the Card for any illegal transactions, including the purchase of goods or services forbidden or not available to minors; (b) to use your Card for personal use only and not for business or commercial purposes; and (c) not to demonstrate or use any abusive, threatening and/or violent behavior or language toward any Customer Service Representative or other personnel.

5. FUNDS AVAILABLE ON THE WALLET

5.1 The Wallet may be associated with one or more Cards. You may only load the Wallet and use a Card up to the amounts described in the Limits Table above. **You acknowledge and agree that DCBank may from time to time and at any time, in its sole and absolute discretion, amend the maximum amounts and limits provided in the Limits Table for any given period, with or without notice to you.**

5.2 The time before funds become available may vary.

5.3 Your Card can only be used if the Funds Available on your Card are sufficient to cover your transaction, including any associated fees and taxes. Otherwise, the transaction will in most cases be declined. However, if an authorization should occur for any amount over the amount of Funds Available, due to an offline transaction or for any other reason, you acknowledge and agree that you are required to immediately repay us the amount that exceeds the Funds Available, regardless of how it was incurred. If you do exceed the Funds Available and don't repay us the amount due plus any applicable fees within **30 days**, you agree that we can share information about you and your use of the Card with consumer reporting agencies.

5.4 The Funds Available will decrease each time you use your Card for a transaction, or any time one of the fees identified in Section 7 are deducted.

5.5 If you do not have any Funds Available and you attempt three transactions while the Card has insufficient Funds Available, we will disable the Card to prevent any further transactions until you have a positive balance of Funds Available.

5.6 You may obtain information about the Funds Available by calling a Customer Service Representative at the number listed on the first page of this Agreement, or through the Website using your Cardholder Credentials. For details on the transactions that you have made on your Card, or to obtain a copy of the Cardholder Agreement, you can access the Website using the Cardholder Credentials, or other online authentication as allowed by DCBank from time to time.

5.7 It is your responsibility to obtain a paper record of each POS Transaction, or ATM transaction for which you use the Card and ensure that it is accurate. DCBank is not responsible for providing you with any transaction record or periodic statement. If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator. Furthermore, you must notify a Customer Service Representative by contacting the number listed on the first page of this Agreement **within 30 days** after the receipt is issued on which the problem or error appeared, failing which DCBank will not have any responsibility to assist you to rectify the situation.

5.8 If you mistakenly receive cash or credit that belongs to DCBank, a merchant or other party, you agree to reimburse DCBank for any such error or allow DCBank to correct such error by adjusting the amount of the Funds Available.

6. YOUR RESPONSIBILITY FOR LOST, STOLEN OR MISUSED CARDS

6.1 You must take reasonable care to safeguard the Card and your Cardholder Credentials against loss, theft or misuse. You must not allow any person other than a Cardholder to use the 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. Similarly, if you do not safeguard your Cardholder Credentials, or your accounts become compromised because of a failure to safeguard any of your Cardholder Credentials, you will be liable for all resulting transactions and any fees and losses incurred. You will be liable for all charges incurred in connection with the unauthorized use of the Card.

6.2 If you lose a Card, someone might be able to use the Card to access Funds Available. A Card may be used without a PIN to make purchases.

6.3 You are solely responsible for the care and control of the Card and for maintaining the confidentiality of your Cardholder Credentials, including but not limited to your PIN. You can safeguard your Cardholder Credentials by:

a. Not voluntarily disclosing your PIN or other Cardholder Credentials to anyone, including friends or family members;

b. Keeping your PIN separate from the Card;

c. Not recording your password(s) in a manner that would enable a third party to discover it;

d. changing your password promptly if you know or suspect that it may have been compromised;

e. logging off or closing your session after each use of the Website or any DCBank online or mobile service, particularly when using a shared or public device;

f. Selecting a strong password that is not easily guessable and that is not the same as a password you use for any other online service; and

g. Not choosing a PIN selected from easily accessible information such as your name, date of birth, telephone numbers, address or social insurance number.

6.4 You must notify a Customer Service Representative by telephone **within twenty-four (24) hours** if you learn of the loss, theft or misuse of the Card, or if you know or suspect that someone else knows your Cardholder Credentials, including but not limited to, your login information or your PIN.

6.5 If someone uses the Card without your authorization, you will not be held responsible if:

a. You did not contribute to the unauthorized use;

b. You used reasonable care to safeguard the Card and your Cardholder Credentials; and

c. You notified Customer Service Representative by telephone **within twenty-four (24) hours** after you learned of the loss, theft or misuse of the Card, or after you suspected that someone else knew your Cardholder Credentials, including but not limited to, your login information or your PIN.

If you do not meet the above conditions, you will be responsible for all the charges incurred in connection with the unauthorized use.

6.6 You agree to cooperate and help with any investigation that we conduct regarding the unauthorized use you reported before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

6.7 If you report to us an erroneous Card transaction and our investigation reveals that it was not the fault of the merchant or ATM operator, we apply the Charge Back Fee described in the Card Fees Information Box above to the amount of Funds Available.

6.8 The toll-free number to call to notify a Customer Service Representative is listed on the first page of the Agreement. If you give a Customer Service Representative your name on the Card and the Card number, DCBank will refund any remaining Funds Available after we process all transactions that were completed before we had an opportunity to act on your information. You will be required to answer an identifying question drawn from your personal information. A replacement Card with any remaining Funds Available will be issued within **21 days** after you report the Card lost or stolen to ensure that all transactions have been processed properly.

6.9 You are solely responsible for maintaining the confidentiality and security of any external email account, mobile device, or other third-party account associated with your Card account or used to receive communications from DCBank (including password-reset links and one-time passcodes). You must use strong, unique passwords and, where available, multi-factor authentication on all such accounts and devices. If your Cardholder Credentials are compromised as a result of your failure to safeguard such external passwords or credentials, including but not limited to by sharing, reusing, or inadequately protecting them, you will be liable for all resulting transactions, fees, and losses on your Card account, and the zero-liability protections in Section 6.5 will not apply.

7. FEES WE CHARGE

7.1 As of the date of this Agreement, the Card fees are set out in the Card Fees Information Box and will also be posted on the Website**.** You are aware that when using the Card, ATM operators and merchants may charge separate additional fees for their services.

7.2 Any fees payable to, or deductible by, DCBank in connection with access to a Card and as listed in the Card Fees Information Box may be charged against the amount of Funds Available.

Other fees may be associated with Third Party Services. DCBank is under no obligation to disclose such fees in the Agreement or otherwise. **YOU ARE NOT OBLIGATED TO OBTAIN ANY SUCH THIRD PARTY SERVICES IN ORDER TO OBTAIN A CARD UNDER THIS AGREEMENT NOR ARE YOU OBLIGATED BY DCBANK TO OBTAIN THE CARD FOR SUCH THIRD PARTY SERVICES.** You agree that DCBank is not responsible for any matters pertaining to any Third Party Services. This Agreement only relates to the Card, the fees payable or deductible as a result of the use of the Card, and any other matters expressly described in this Agreement.

8. CHANGES TO THIS AGREEMENT

8.1 A current copy of the Agreement can be obtained on the Website at any time. We may propose to change any of the terms of this Agreement, either permanently or temporarily (including any fee(s) or amounts to be paid by you or Card features) or replace this Agreement with another agreement, at any time. **If we make a change to the Agreement, we will let you know by sending a notice to the most recent address we have for you at least 30 days in advance and by posting a notice on the Website at least 60 days in advance of the change**.

8.2 We may make any other change to the Agreement in order to comply with any governmental, provincial, or federal laws or regulations governing the Card or for any other reasons we may see fit by posting a notice on the Website.

8.3 Any changes will become effective on the date shown on the notice.

8.4 You may refuse the amendment by terminating the Agreement in the manner provided in Section 10.4 without cost, penalty or cancellation fees by notifying us within **thirty (30) days** of the effective date of the change.

8.5 Using your Card after the effective date of the change means that you agree to the changes, including any new or increased fees, schedules of service, or other terms. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card, return the Card to us and notify us that you are terminating this Agreement. You may update your contact information by calling the Customer Service Representative **toll-free at the number listed on the first page of this Agreement**.

9. FOREIGN CURRENCY TRANSACTIONS

9.1 The Card is in Canadian currency. Unless otherwise specified, all references to dollar amounts in the Agreement (without further description) mean Canadian dollars.

9.2 We convert transactions made in a foreign currency to Canadian dollars. If you make a purchase with the Card in a currency other than Canadian currency, you authorize us to convert the amount of such transaction to Canadian currency based on the rate charged by the card network (Visa or Mastercard) on the day we process the transaction, plus a Foreign Currency Administration Fee identified in the Card Fee Information Box above.

9.3 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, Cirrus or Plus) on the day we process the credit and charge a Foreign Currency Administration Fee as identified in the Card Fee Information Box above.

9.4 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 the Card for a refund of a foreign currency transaction will in most cases be less than the original amount charged to the Card for the transaction.

10. CANCELLATION

10.1 In provinces and territories other than Quebec, we may at any time, without notice, do any of the following:

a. cancel any Card on the account;

b. cancel your rights and privileges related to the Card; or

c. require you to immediately destroy all the Cards to us.

10.2 In Quebec, even if you are not in default under this Agreement, we may terminate the Agreement at any time, upon **60 days** written notice to you.

10.3 If we cancel the Card, withdraw your rights and privileges:

a. We may seize the Card;

b. You may not use the Card;

c. You must immediately destroy the Card;

d. You must immediately repay any amount that exceeds the Funds Available and any applicable fees; and

e. You may pay the legal fees and expenses we incur to recover the amounts you owe us.

10.4 You may terminate this Agreement, and the Card associated with it, at any time by notifying DCBank, or another authorized agent, by telephone, in writing or through our online customer support offering. Despite any termination of this Agreement, you must fulfill all of your obligations under this Agreement, and you remain responsible for any use of the Card even after the Agreement or Card is terminated or expires.

11. ABOUT YOUR PERSONAL INFORMATION

11.1 Personal information is information that identifies you as an individual. It includes not only your name and address, age and gender, but also your personal financial records, identification numbers, including your social insurance number, personal references and employment records.

11.2 In the course of providing the Card, we will collect and use your personal information to confirm your identity, obtain a credit report, provide Card services to you, provide notifications, and communicate with you by telephone or writing. We may also use your personal information to report to any governmental body or agency, a credit bureau or to a third-party collection agency, and to collect any amounts you owe us.

11.3 Except as required by law or for the purposes of this Agreement, we will protect the confidentiality of your personal information and will not disclose your personal information without your consent. You may withdraw your consent to such use at any time by notifying us in writing. In the event you refuse to consent to our use of your information, and that as a consequence, we may no longer serve you, you must return the Card to DCBank. The Card will be cancelled and the balance of any Funds Available will returned to you subject to the requirements of this Agreement.

11.4 Calls to a Customer Service Representatives may be monitored and/or recorded for quality purposes.

11.5 We are committed to respecting the privacy of your information and we will not collect, use or disclose your information in a manner that is inconsistent with the Privacy Code available at **www.dcbank.ca.**

12. POLITICALLY EXPOSED PERSON

12.1 By signing this Agreement, you certify to DCBank that you are not a Politically Exposed Foreign Person, or Politically Exposed Canadian Person or Head of an International Organization and that you are applying for a Card on your own behalf and not on behalf of any other person.

13. ELECTRONIC COMMUNICATIONS

13.1 If your consent is required by applicable law and you provide us with your consent, we may provide any information relating to the Card electronically, including over the internet, through online or mobile banking or to any email address that you have provided for this purpose.

13.2 If you have provided us with an email address or cellular phone number capable of receiving text/SMS messages, it means that you agree that we can send you messages by text/SMS messages. Information sent via text/SMS messages may contain personal information and that it is your responsibility to ensure that the numbers you provided are secure and under your control. If you would like to discontinue email or text/SMS messaging, you may do so by contacting us through the number listed on the first page of this Agreement. 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, we 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.

13.3 For legal purposes, documents that you have received electronically will be considered to be "in writing" and to have been signed and/or delivered by DCBank. We may rely upon and treat as duly executed and binding on you any electronically authenticated document that we receive from you or which appears to have been sent by you.

14. IF YOU HAVE A PROBLEM WITH A CARD

14.1 You agree that we will not be liable to you for any loss, damages or expenses whatsoever due to:

a. any of your instructions not being sufficiently clear;

b. any failure by you to provide correct information;

c. any failure due to events outside our reasonable control, including the failure, error, malfunction or technical problems related to systems or equipment;

d. any system failure or industrial dispute;

e. any ATM refusing to, or being unable to, accept the Card;

f. any problem you have with a merchant, including a merchant's refusal to accept our Card or to provide a good or a product;

g. any problem, failure, or any other matter relating to any Third Party Services;

h. the lack of suitability or quality of any goods or services purchased from retailers through the use of the Card;

i. an ATM's failure to dispense cash;

j. our taking of any action required by any government under federal or provincial law or court order;

k. anything specifically excluded or limited elsewhere in this Agreement; or

l. any breach or violation of this Agreement by you.

14.2 Except in Quebec, we will not be liable for any claims whatsoever, including claims for personal injury, death, damage to property or economic loss, howsoever caused, arising from the use of the Card, negligence on our part, breach of contract or any other tort or cause of action at common law, in equity or by statute.

14.3 You agree that our aggregate liability to you in respect of all causes of action arising under this Agreement or in connection with a Card shall be limited to the Card fees incurred in the previous twelve (12) month period.

14.4 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.

14.5 Information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. Accordingly, we are not responsible for any loss or damages that you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to access your information pertaining to the Funds Available.

15. IF YOU HAVE A COMPLAINT

15.1 If you have a complaint or inquiry about any aspect of a Card, including loading the Wallet or the Funds Available, please call a Customer Service Representative toll-free at the number listed on the first page of this Agreement. You may also call a DCBank customer service representative at the DCBank Customer Service number listed on the first page of this Agreement.

15.2 If you have a complaint, we encourage you to let us know and give us the opportunity to resolve the issue. A copy of DCBank's complaint and dispute resolution procedure is available on the DCBank Website and can be directly accessed here: https://www.dcbank.ca/legal/resolving-complaints/. We will do our best to resolve your complaint or inquiry.

15.3 All banks must comply with a variety of federal consumer laws that protect you. The Financial Consumer Agency of Canada ("**FCAC**") supervises all federally regulated financial institutions for compliance with federal consumer protection laws. The FCAC does not resolve individual customer complaints, but will determine whether we are in compliance. If you have a complaint about a potential violation of federal consumer protection laws, please contact us or you may contact the **FCAC** by mail at: **6th Floor, Enterprise Building 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9**, by phone at 1-866-461-3222 for service in English or 1-866-461-2232 for service in French or online at www.fcac-acfc.gc.ca.

16. OTHER TERMS

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

16.2 **Severability**. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

16.3 **Assignments**. The Card, the Wallet, and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.

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

17. DECLARATION OF TAX RESIDENCE

17.1 Canada Revenue Agency (CRA) requires DCBank to collect and report certain information about the tax residency of a cardholder. If a cardholder's tax residence is located outside of Canada, DCBank may be legally required to report information to the CRA in connection with the *Foreign Account Tax Compliance Act* and Organization for Economic Co-operation and Development (OECD) Common Reporting Standards.

17.2 Please note DCBank does not provide tax advice. If you need help determining your jurisdiction(s) of tax residence, your tax advisor may be able to assist you, or you may contact the Canada Revenue Agency directly or visit its webpage related to the reporting requirements.

- End of Terms -