



Customer Service: 1-855-511-6407  
 Web Site: [www.refreshfinancial.ca](http://www.refreshfinancial.ca)

**CARDHOLDER AGREEMENT FOR A SECURED CARD**  
**between**  
**Digital Commerce Bank (“DCBank”) and the**  
**“Cardholder” noted below**

CARDHOLDER INFORMATION & AGREEMENT				
By signing this Cardholder Agreement, you, as the Cardholder, acknowledge having (i) received and read the entire Cardholder Agreement, (ii) accepted its terms and conditions, and (iii) agreed to the card fees that are detailed below.				
Cardholder First Name:	Cardholder Middle Name:	Cardholder Last Name:	Cardholder Phone Number (Home):	Cardholder Phone Number (Work or other):
Cardholder Street Address:		City:	Province:	Postal Code:
Cardholder Occupation:	Cardholder Birthdate:	Cell Phone Number:	Cardholder Email:	
<b>Cardholder’s Signature:</b>			Date:	

The Secured Card (the Card) is issued by Digital Commerce Bank. The Card will allow you to access the credit that is granted to you by a credit provider (“Credit Provider”). **DCBANK DOES NOT PROVIDE ANY LENDING NOR DO THEY CHARGE FOR ANY LOANS.** The following terms and conditions of this Cardholder Agreement govern your use of the Card. The terms and conditions applicable to the extension of credit by a credit provider accessible through the Card are contained in the Credit Provider Agreements between you and the Credit Provider (the Credit Provider Agreement(s)). DCBank is under no circumstances a party to the agreements between you and the Credit Provider.

**YOUR DCBANK CARDHOLDER AGREEMENT**

By purchasing, accepting or using a DCBank Secured Card (“Card”), you agree to be bound by the DCBank Cardholder Agreement (“Agreement”). In this Cardholder Agreement, the words “you”, “your” and “yours” mean the Cardholder and any person who uses the Card. “We”, “us”, “our” and “DCBank” means Digital Commerce Bank or its agents. The Cardholder agreement is between you and DCBank. You should keep a copy of this Agreement with your important records. The Cardholder Agreement shall come into effect when we issue you a card and when your card is activated on its first use.

CARD FEES		
Type of Fee	Transaction Fee Amount	Details of Fee Charged
POS (Purchase) Transaction Fee	Free	In Canada
POS (Purchase) Transaction Fee	Free	USA and International (per transaction)
Bill Payment Fee	Free	We will charge you the Bill Payment Fee for each instance where you utilize the Card to conduct an on-line bill payment.
ATM Withdrawal Fee	Free	Canadian, U.S., International (per transaction)
Administration Fee	3.50%	For foreign currency transactions, we will charge you in Canadian currency if you use your 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 your Card. When the transaction is posted to your Card, in addition to the exchange rate, you will be charged an administration fee of <b>3.50%</b> on the amount of the transaction for each foreign currency transaction.
Overdraft Fee	Free	We will charge you the Overdraft Fee in each instance where you conduct a transaction which results in a Negative balance on Funds Available on the Card.
Charge Back Fee	Free	We will charge you the Charge Back Fee in each instance where you report an erroneous Card transaction and our investigation shows that it was not the fault of the merchant or ATM operator.
Decline Fee	Free	We will charge you the Decline Fee in each instance where a transaction you initiate is declined by a merchant or ATM operator.
Transaction Record Fee	Free	We will charge you the Transaction Record Fee where you request a printed version of your transaction records.

## CARDHOLDER AGREEMENT FOR SECURED CARD PROGRAM

### 1. ACCEPTANCE AND AGREEMENT TO TERMS AND CONDITIONS

1.1 The Credit Provider will provide you with a Card issued by DCBank. You must immediately, and before using the Card, sign the back of the Card. By signing, activating or using the Card you consent and are bound by the terms and conditions of this Agreement.

1.2 The Card issued by DCBank provides you with access to certain products and services provided by the Credit Provider. **You agree that DCBank is not providing you with any credit or other lending services or charging any fees related to lending** and that only the Credit Provider is providing you with any credit in connection with the Card. You also agree that DCBank is not responsible in any way for any matters pertaining to the security or credit granted under the Credit Provider Secured Credit Agreement and the Credit Provider Security Agreement. The credit provided by the Credit Provider to you and which will be available on the Card are not on deposit with DCBank and do not establish a separate individual deposit account.

1.3 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 your Card, your temporary card will no longer be active. In this Agreement the term “Card” includes both the instant issue Card and the permanent Card.

## 2. OWNERSHIP OF THE CARD

2.1 Your Card belongs to us and you can't transfer it to anyone else without our consent. The Card is for your use alone and you must comply with the terms and conditions of this Cardholder Agreement. You must return the Card immediately when we request it.

2.2 You are responsible for all authorized transactions initiated by use of your Card and for all losses as set out in Section 5. If you permit someone else to use your Card, you agree that we may refuse to authorize any transactions initiated by such person with your Card. However, if we authorize transactions by another person, we may treat such person as authorized by you to use your Card and you authorize us to debit the amount of such transactions from any funds that you access and that are made available to you via the Card (the “Funds Available”).

## 3. USING YOUR CARD

3.1 Your card is a secured prepaid card, which means that Credit Provider must have provided you with the credit that is accessed via your Card as Funds Available. Your card is not a credit card. **We will only honour transactions up to the amount of credit approved by the Credit Provider.** You must always make sure you have sufficient funds in your account to cover the transaction or have made arrangements with your Credit Provider.

3.2 The Funds Available do not earn interest and are not insured deposits under the Canada Deposit Insurance Corporation Act.

3.3 You may access any Funds Available 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 Funds Available to obtain cash at ATMs displaying the Network Logo or Acceptance Marks that are on the Card. When you use the Card, the amount of the purchase plus any applicable fees and taxes for the POS Transaction or ATM Transaction will be deducted from the Funds Available.

3.4 To avoid problems when using your Card, we recommend that you don't use your Card in the following situations:

- a. Where a hold could be placed on the Funds Available. This may happen when you rent a car, reserve a hotel room or pay for gas at the pump. In these situations, you can still use your Card to pay for the services when you complete the transaction. For example, you can use your Card when you return the rental car, when you check out of your hotel room, or when purchasing gas.
- b. If the Funds Available of your Card is not sufficient to complete a transaction or purchase and pay any associated fees and taxes. In this case, 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 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.

3.5 We may, in our sole discretion and at any time, change your use permissions for the Card in an ATM transaction.

3.6 You agree to comply with all laws and not to use the Card for any illegal transactions, including purchase of goods or services forbidden or not available to minors.

3.7 The Card will be valid and usable until the Funds Available are depleted or until the expiry date on the Card. When your Card expires, you can obtain another Card by calling DCBank or Credit Provider. To add or increase the amount of Funds Available, you may make arrangements with your Credit Provider in accordance with your agreement with the Credit Provider

#### 4. FUNDS AVAILABLE ON THE CARD

4.1 The maximum amount of Funds Available is CDN\$10,000.00. 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. Combining both amounts means that the maximum daily limit is \$10,000.00. The time before funds become available may vary.

4.2 The Funds Available will be the amount of credit granted by your Credit Provider less the total of all purchases, cash withdrawals, fees and other amounts that may be charged to the Card under the Cardholder agreement or that may be charged by your Credit Provider under your agreements with the Credit Provider. The Funds Available will decrease each time you use your card for a transaction. We will also deduct the amount of any applicable fees (as set out above in the Information Box) every time you use your card.

4.3 **YOU ARE NOT ALLOWED TO EXCEED THE FUNDS AVAILABLE SET BY THE CREDIT PROVIDER AND WHICH IS AVAILABLE VIA YOUR CARD.** If you try to make a transaction that exceeds the Funds Available, you agree that this means that you are asking us to allow you to go over the Funds Available. In this event you are required to immediately repay us the amount that exceeds the Funds Available, regardless of how it was incurred, plus any applicable fees, including an overdraft fee. 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.

4.4 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.

4.5 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. For details on the transactions you made on your Card or to obtain a copy of the Cardholder Agreement you can access the Credit Provider's website at the address listed on the first page of this Agreement ("Website"). To access the DCBank information you will need your user ID and password or other online authentication as allowed by DCBank from time to time.

4.6 You should receive a paper record of each POS Transaction or ATM transaction for which you use the Card. It is your responsibility to obtain such record and ensure that it is accurate. DCBank is not responsible for providing you with any transaction record or periodic statement. If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator. Furthermore, you must notify 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 neither DCBank nor Credit Provider will have any responsibility to assist you to rectify the situation.

4.7 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 Funds Available.

**AS NOTED ABOVE, DCBANK DOES NOT PROVIDE ANY LENDING NOR DO THEY CHARGE FOR ANY LOANS. ALL MATTERS RELATING TO YOUR CREDIT PROVIDER INCLUDING, WIHTOUT LIMITATION, CREDIT THAT IS AVAILABLE VIA YOUR CARD SHOULD BE ADDRESSED BETWEEN YOU AND THE CREDIT PROVIDER DIRECTLY. PLEASE CONTACT YOUR CREDIT PROVIDER DIRECTLY FOR ANY SUCH MATTERS IN ACCORDANCE WITH THEIR INSTRUCTIONS OR AS OTHERWISE PROVIDED IN ANY CREDIT PROVIDER AGREEMENT(S).**

#### 5. YOUR RESPONSIBILITY FOR LOST, STOLEN OR MISUSED CARDS

5.1 You must take reasonable care to safeguard your Card and your PIN 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. You will be liable for all charges incurred in connection with the unauthorized use of your Card.

5.2 If you lose your Card, someone might be able to use the Card to access Funds Available. A Card can be used without a PIN to make purchases. You are solely responsible for the care and control of your Card and for maintaining the confidentiality of your PIN. You can safeguard your PIN by:

- a. Not voluntarily disclosing it to anyone, including friends or family members
- b. Keeping your PIN separate from your card
- c. Not choosing a PIN selected from easily accessible information such as your name, date of birth, telephone numbers, address or social insurance number.

5.3 You must notify a Customer Service Representative 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.

5.4 If someone uses your 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 your card and your PIN, and
- c. You notified Customer Service Representative by telephone **within 24 hours** after you learned of the loss, theft or misuse of your card, or after you suspected that someone else knows your PIN.

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

5.5 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.

5.6 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 above Information Box to the Funds Available.

5.7 The toll-free number to call to notify a Customer Service Representative is listed on the first page of this Agreement. If you give a Customer Service Representative your name on the Card and the Card number, DCBank and/or the Credit Provider 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. FEES WE CHARGE

6.1 Card fees are set out in the Card Fees information box on the first page of the Agreement 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.

6.2 The fees payable to DCBank in connection with access to the Card and certain fees payable by you to Credit Provider under your Credit Provider Agreements may be charged against the amount of Funds Available.

6.3 The fees payable by you to Credit Provider are provided in the Credit Provider Agreements and Credit Provider bears the responsibility for disclosure of such fees. DCBank is under no obligation to disclose such fees in the Cardholder Agreement or otherwise.

## 7. CHANGES TO THIS AGREEMENT

7.1 A current copy of the Cardholder Agreement can be obtained on the Website at any time. We may propose to change any of the terms of this Cardholder Agreement, either permanently or temporarily (including any fee(s) or amounts to be

paid by you or Card features) or replace this Cardholder Agreement with another agreement, at any time. If we make a change to the Cardholder 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.

7.2 The Cardholder Agreement shall come into effect when we issue you a card and when your card is activated on its first use.

7.3 We may make any other change to the Cardholder 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.

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

7.5 You may refuse the amendment by terminating the Cardholder Agreement in the manner provided in section 9.4 without cost, penalty or cancellation fees by notifying us within **30 days** of the effective date of the change.

7.6 Using your Card after the effective date of the change means that you agree to the changes, including any increase in fees. If you do not agree to any change of this Cardholder Agreement, you agree to immediately stop using the Card, return the Card to the Credit Provider and notify DCBank that you are terminating this Agreement.

7.7 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**. By use of your Card after the effective date of the new or increased fees, you agree to the new schedule of service and fees.

## 8. FOREIGN CURRENCY TRANSACTIONS

8.1 Your Card is in Canadian currency. 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 an administration fee identified in the Fee Box above.

8.2 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 an administrative fee as defined in the Information Box on the first page of this Cardholder Agreement.

8.3 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.

## 9. CANCELLATION

9.1 In provinces 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 your Card
- c. require you to immediately return all your Cards to us

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

9.3 If we cancel your card, withdraw your rights and privileges:

- a. We may seize your Cards;
- b. You may not use your Card;
- c. You must destroy your Card;
- d. You must immediately repay any amount that exceeds the Funds Available and any applicable fees;

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

9.4 You may at any time terminate this Agreement and any card by returning your Card to DCBank or Credit Provider. 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.

## 10. ABOUT YOUR PERSONAL INFORMATION

10.1 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.

10.2 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.

10.3 Except as required by law or for the purposes of this Cardholder 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 your Card to DCBank. Your Card will be cancelled. The return of any Funds Available will be governed by your agreements with your Credit Provider.

10.4 We may monitor and/or record your telephone calls for quality purposes.

10.5 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 DCBank Privacy Code (which may be updated from time to time), available at [www.dcbank.ca](http://www.dcbank.ca).

## 11. POLITICALLY EXPOSED PERSON

11.1 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.

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

11.3 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” or “Domestic PEP” means a PEP in/from/related to Canada. A “Politically Exposed Foreign Person” (“PEFP”) means a PEP in/from/related to a country outside of Canada.

## 12. ELECTRONIC COMMUNICATIONS

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

12.2 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. 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.

12.3 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.

## 13. IF YOU HAVE A PROBLEM WITH A MERCHANT

13.1 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 your 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. the lack of suitability or quality of any goods or services purchased from retailers through the use of the Card;
- h. an ATM’s failure to dispense cash;
- i. our taking of any action required by any government under federal or provincial law or court order;
- j. anything specifically excluded or limited elsewhere in this Agreement; or
- k. any breach or violation of this Cardholder Agreement by you.

13.2 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.

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

13.4 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.

13.5 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.

#### 14. IF YOU HAVE A COMPLAINT

If you have a complaint or inquiry about any aspect of your Card or accessing the Funds Available, **please call a Customer Service Representative toll-free at the number listed on the first page of this Agreement.** We will do their best to resolve your complaint or inquiry. If for some reason we are unable to do so to your satisfaction, you may refer your inquiry or concern to the ADR Chambers Banking Ombuds Office at 1-800-941-3655 for resolution.

You may also communicate the complaint or inquiry to: **Financial Consumer Agency of Canada, 427 Laurier Avenue West, 6th Floor, Ottawa, ON, K1R 1B9, Tel: 1-866-461-3222.**

#### 15. OTHER TERMS

##### 15.1 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.

##### 15.2 Severability

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

##### 15.3 Assignments

Your Card and your obligations under this Cardholder Agreement may not be assigned. We may transfer our rights under this Cardholder Agreement.

##### 15.4 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.

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- End of Terms -