



ELECTRONIC ACCESS TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This electronic access agreement (the “**Agreement**”), governs your electronic access to a bank account that you have with DC Bank (“**Online Accounts**”). This Agreement applies to your electronic access to your Online Accounts regardless of the method of technology you employ to access the Online Accounts. This Agreement replaces all prior agreements between yourself and DC Bank with respect to access to the Online Accounts and the provision of services by DC Bank to you in relation to providing electronic access to your Online Accounts (“**Services**”).
- 1.2 This Agreement may be modified, revised or amended at any time upon the provision of notice. You will be notified of any change by a notice being placed online. Any use of the Services by you after the posting of a notice regarding any changes or amendments will mean that you have agreed to the amendments or changes.
- 1.3 The DC Bank Account Terms, Cardholder Agreement and any other agreement you have entered into with DC Bank will apply to all transactions facilitated by you in connection with your Online Accounts. Where there may be a conflict between the terms of this Agreement and the terms of the other agreement you have with DC Bank, the terms and conditions of such other agreements will prevail to the extent there is any inconsistency.
- 1.4 DC Bank reserves the right to change, add, remove or modify any of the features or functionality found in the Services without notice to you.
- 1.5 DC bank reserves the right to terminate or suspend your access to your Online Accounts and DC Bank’s provision of the Services for any reason whatsoever and at any time without prior written notice. DC Bank will not be responsible for any loss or inconvenience that results from such termination or suspension.

2. ELECTRONIC ACCESS

- 2.1 Accessing your Online Accounts requires you to use a unique identifier and password (“**Online Credentials**”), or other security measures or information required by DC Bank. You agree to keep your Online Credentials absolutely confidential, and that you will not share the Online Credentials with anyone.
- 2.2 Your Online Credentials must be carefully selected so that they cannot be easily guessed, obtained or reverse engineered by anyone else, including not using the birth date or name of you or a family member, your telephone number, social insurance number, or sequential numbers such as “1234”. You should memorize your Online Credentials rather than keep any written record of them. When entering your Online

Credentials in any manner to gain access to your Online Account, you must take all reasonable precautions to prevent others from seeing you entering this information, such as by ensuring that no one can see your computer screen or key pad on your electronic device.

- 2.3 You agree your use of your Online Account is an instruction to DC Bank (“**Instruction**”) with the legal equivalent to your written, signed instructions to DC Bank. You agree not to dispute any Instruction on the basis that it was delivered, received or entered into by electronic means, including on the basis that it was not "in writing" or was not signed or delivered. For the purpose of this Agreement, the term "electronic means" means any communication method permitted by us from time to time that may include computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile or other method of telecommunication or electronic transmission.
- 2.4 **You acknowledge that each Instruction that you provide to us is final. You are bound by and liable for all Instructions including unauthorized use of your Online Credentials by other persons, including without your knowledge or consent.** You are responsible for all losses that may result from any use of your Online Account. In addition, you are responsible and liable for all Instructions you provide in relation to your Online Account. You agree that DC Bank may rely on your Instructions and that you will be liable for all transactions that are carried out based on your Instructions.
- 2.5 Where your Online Credentials (including any bank debit or prepaid credit card issues to you by DC Bank) have been compromised, lost or stolen you are required to notify DC Bank immediately at 1-888-466-4043 (toll free). Your failure to provide immediate notice pursuant to the requirements of this Section 2.5 will result in you being liable for all losses and actions caused by an unauthorized party in respect of your Online Account.
- 2.6 You will take all appropriate steps and precautions to reduce the chances of unauthorized access to your Online Accounts. You will also sign off or log off from the mobile application or web browser when finished accessing your Online Accounts.
- 2.7 Where DC Bank suspects or believes that any Instructions received regarding your Online Account are not from you or are unclear, DC Bank may, in its sole discretion, decide not to execute such Instruction provided when your Online Account is accessed.
- 2.8 If you give an Instruction to make a payment from your Online Account, you acknowledge that although funds may be withdrawn from your Online Account on the date the Instruction is given, the recipient of such funds may not receive the payment on the date of your Instructions or the date the funds were withdrawn. DC Bank is not responsible for any disputes you have with a third party including if that third party (i) does not credit you for a payment for whatever reason, (ii) charges you fees or penalties, or (iii) does not supply goods or services purchased or the goods or services are not suitable. You should give bill payment Instructions several business days in advance of the date on which you wish a bill payment to be effective.

- 2.9 You will not: (i) provide any false or incomplete information about yourself in order to access the Online Accounts; (ii) use the Online Accounts for any illegal, fraudulent, or malicious purposes; (iii) or undermine the security and integrity of the Services.
- 2.10 DC Bank may collect your information in respect of the use of your Online Accounts. The collected information may then be used to market other DC Bank offerings to you, to collect information regarding the use of the DC Bank website and to provide you with a customized experience. You also hereby consent to the terms and conditions of DC Bank's Privacy Policy found at **www.dcbank.ca**.
- 2.11 The Services may have associated with them various fees. Fees for such services may be deducted from your Online Account to which the fees apply when they are incurred.
- 2.12 You acknowledge that when you access the Online Accounts through a mobile application, or through an electronic device, all of the features, functionality, content or information that is associated with the Online Accounts may not be accessible to you due to limitations of size, content and compatibility associated with your mobile device and wireless carrier.
- 2.13 DC Bank reserves the right to contact you to obtain confirmation of any Instruction before processing any transaction but will not be liable due to any inability or failure of DC Bank to contact you in order to confirm such Instruction.

3. LIABILITY OF DC BANK

- 3.1 You understand and acknowledge that DC Bank will be liable to you only for direct damages that result from any fraud, willful misconduct or gross negligence on the part of DC Bank that arise from DC Bank's obligations in relation to this Agreement. DC Bank under no circumstances will be liable for any indirect, special, punitive or consequential losses or damages including without limitation, loss of profits, damages for inconvenience, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss or damage resulting directly or indirectly out of this Agreement.

4. DISCLAIMER

- 4.1 You understand and agree that your use of the Online Accounts and DC Bank's provision of the Services is provided on an "as is" and "as available" basis. DC Bank expressly disclaims all warranties, whether express or implied.

5. INTELLECTUAL PROPERTY

- 5.1 As between you and DC Bank, DC Bank is the owner of all intellectual property rights in the Services and on each webpage you access for purposes of accessing your Online Account. No portion of any the webpages or online information, including but not limited to the content, information, text, images, audio or video, may be used in any

manner, or for any purpose other than as permitted pursuant to this Agreement, without DC Bank's prior written permission.

6. GENERAL

- 6.1 This Agreement will be governed exclusively by the laws of the province of Alberta. You and DC Bank expressly agree that the courts of Alberta will have the exclusive jurisdiction over DC Bank and you.
- 6.2 If any provision of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the other provisions of this Agreement.