



## DEPOSIT ACCOUNT AGREEMENT

Toll Free Phone: **1-877-275-1374**

Toll Free Fax: 1-866-777-5519

Web Site: [www.dcbank.ca](http://www.dcbank.ca)Card balances can be checked 24/7 at the **numbers/websites indicated in bold** (Balance Inquiry Fees Apply)
 between  
**DirectCash Bank ("DCBank")**


Date:	Agent:	Agent Location Name:	Office Number:
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### CUSTOMER INFORMATION & AGREEMENT

The undersigned Customer acknowledges having (i) received and read the entire agreement, (ii) accepted the terms and conditions set out below, and (iii) agreed to the account fees set out herein. The Customer acknowledges that the Customer has reviewed the DCBank account agreement terms (through a written form provided when Customer applied for the account) (the "**Account Agreement Terms**") and hereby agrees with DCBank that the Account Agreement Terms will govern the arrangements between DCBank and the Customer. Customer acknowledges that the Account Agreement Terms include provisions whereby DCBank may change the terms and that the Account Agreement Terms set out the means by which DCBank may notify Customer of these changes. The Customer authorizes DC Bank to transfer any balance in the Customers DC Bank Account after the deduction of fees and pre-authorized debits to either a linked External Account or DC Bank Prepaid Card as nominated by the Customer below.

Customer First Name:	Customer Middle Name:	Customer Last Name:	Customer Phone Number (Home):	Customer Phone Number (Work or other):
Customer Street Address:		City:	Province:	Postal Code:
Customer Occupation:	Customer Birthdate	Cell Phone Number:	Customer Email:	

Intended Use of Account

Customer's Signature:  	<b>AUTHORIZATION: TEXT/SMS NOTIFICATION</b> I wish to receive transaction & balance information by text / SMS.  (see Sections 22 & 23 below for privacy details)	<b>AUTHORIZATION: EMAIL NOTIFICATION:</b> I wish to receive transaction & balance information by email.  (see Sections 22 & 23 below for privacy details)
	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> YES

**"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). **"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

 Are you a "Politically Exposed Foreign Person" or "Politically Exposed Canadian Person" (see definition above)?  Yes  No

If Yes, describe: \_\_\_\_\_

 Will the bank account be used by or on behalf of a third party?  Yes  No

If Yes, describe: \_\_\_\_\_

### DEPOSIT ONLY ACCOUNT OPTIONS

 **Link to an External Account** See Sections 7 and 8 below.

 **Link to a DCBank Prepaid Card** See Section 8 below.

Account Fees			
Yearly Account Fee (payable after first deposit)	Free <sup>(1)</sup>	Transfer to DCBank Prepaid Card	Free
Transfer to External Account	Free	Dormant Fees (monthly, if applicable)	\$5.00

(1) See Section 6 below

## ACCOUNT AGREEMENT TERMS AND CONDITIONS

### A. GENERAL TERMS - APPLICABLE TO ALL ACCOUNTS

1. **Our Definitions.** The words "Customer", "you", "your", "account holder" and "client" mean each individual, corporation or other entity that opens an Account with DCBank. "Account" means any and all accounts you have with DCBank. The "primary account holder" is the person whose name appears first on the DCBank statement. The words "we", "us", and "our" refers to the DCBank. "External Account" means an account that you hold with another financial institution.
2. **CDIC Insurance.** DCBank is a member of Canada Deposit Insurance Corporation (CDIC). CDIC insures eligible deposits you make with its members subject to maximum coverage limitations. For more information on deposit insurance refer to the CDIC brochure "Protecting Your Deposits" or call CDIC at 1-800-461-2342 or visit the CDIC website at [www.cdic.ca](http://www.cdic.ca).
3. **No Minimum Starting Deposit Required.** We do not require that you provide any minimum balance to open an account with us. Your account may be opened with an initial \$0 balance. However, DCBank reserves the right not to open an Account if our Account opening requirements are not met.
4. **Telephone, Computer, Electronic Instructions.** By opening your Account with us you agree that all further business with us may be conducted on your instructions through any medium offered by us. All transactions by telephone, computer, or other means, electronic or otherwise, will have the same legal effect as if you authorized these transactions in writing.
5. **Currency Type & Interest.** You may only open your regular (personal) Account in Canadian currency. Interest is not paid on any Accounts.
6. **Service Charges and Account Fees.** We may charge for our services and deduct these charges and service fees from your Account. We may change charges and service fees from time to time. You authorize us to deduct the Yearly Account Fee from your Account for each calendar year or part thereof the Account is open as well as the fees for each additional debit transaction(s) made on any of your Accounts in excess of the various annual limits within the Account plan you have selected. You confirm you have received the Account Fees disclosure documentation and agree to be bound by its terms, including any changes to or replacements of the Account Fees disclosure documentation made by DCBank from time to time. Annual bank Account Fees only become payable when and if an amount is deposited into your personal account. The yearly account fee payable to DC Bank is \$19.99, provided that as of the date hereof such amount shall be paid by H&R Block on behalf of its customers.
7. **Linking to An External Account.** You may establish a link between your DCBank Account and your External Account by following one of the procedures authorized by us for linking accounts (for example, providing us with an encoded personal deposit cheque from your other Canadian financial institution). You must confirm (verbally or otherwise) to us that you wish to link your External Account to your DCBank Account. We may limit the number of External Accounts that can be linked.
8. **Deposit and Withdrawal Transactions.** You can transact on your DCBank Account in any of the following ways:  

You may transfer funds between your DCBank Account and your linked External Account at your other financial institution (if you have set up a linked External Account) by electronic funds transfer. If you have selected this option, any balance in your account after fees and Pre-Authorized Debits have been deducted will be automatically transferred to your External Account. DC Bank

You may transfer funds between your DCBank Account and your DCBank Prepaid Card (if you have set up a linked Prepaid Card) by electronic funds transfer. If you selected this option, any balance in your account after fees and Pre-Authorized Debits have been deducted will be automatically transferred to your DCBank Prepaid Card.

We will not accept cash, cheques, money orders or traveler's cheques.

Deposits to or withdrawals from your Account may be reversed if the deposit or withdrawal request cannot be delivered to your other financial institution or is returned for any reason. Transactions and/or balances may be limited in dollar amounts or otherwise as may be determined by us and such limits may be changed in our sole discretion without notice to you.
9. **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, DCBank will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of DCBank arising directly from the performance of DCBank of its obligations under this Agreement and DCBank will not be liable to you for any other direct damages. In addition, DCBank will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if DCBank was advised or the possibility of damages or was negligent. These limitation apply to any act or omission of DCBank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of DCBank, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.
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 DCBank or our agent presents an instrument to another financial institution for payment on your behalf and the other financial institution refuses to recognize or provide payment on that instrument for whatever reason, you will remain responsible for the amount of that instrument deposited with us.

12. **Indemnity.** You agree to indemnify us against any claims, costs or liabilities incurred by DCBank in connection with any services provided by us to you or any other dealings between you and DCBank, including any claim or liability resulting from our endorsement on any instrument, arising out of a forged or unauthorized signature on that instrument or otherwise. This indemnity survives expiry or termination of this agreement.
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 DCBank and Outside Service Providers (as defined below) to such email or text/SMS accounts from DCBank. Messages sent may include information regarding transactions (including purchases, fees, refunds, etc.). You are acknowledging that selecting any of these options will result in personal and private information regarding the use of your account be sent to the designated email addresses and phone numbers and that it is your responsibility to assure the numbers provided are secure and under your control. You may revoke your consent to receive Email or text/SMS at any time. If you would like to revoke your consent to receive Email or text/SMS messaging you may do so by following DCBank's procedures on your online banking or by calling our customer support center. If the email addresses or cellular numbers you provided are invalid, cease to be active, or bounce back messages indicating the applicable email or phone account is not able to receive messages, DCBank will have no obligation to try to contact you through other means to obtain a valid and operating email address or cellular number. You are responsible for informing DCBank of any changes to your email address or cellular phone number capable of receiving text/SMS. Any cost incurred by you as a result of receiving email messages or text/SMS messages are your responsibility.
16. **Privacy Principles.** We are committed to keeping individuals' personal information accurate, confidential, secure and private. A copy of the DCBank Privacy Code will be made available to you when you open an Account. The DCBank Privacy Code is also available on our website at [www.dcbank.ca](http://www.dcbank.ca). By applying to open an Account with us, you consent to the collection, use and disclosure of your personal information in accordance with the Privacy Code. You also agree that in order to establish your identification and to protect both you and DCBank from fraud, we may collect and use your personal information that has been obtained from credit bureaus, credit reporting agencies, and credit insurers. By opening an account with us, you consent to the collection and use of your personal information to provide you with information about DCBank's products and services, or about the products and services of our affiliates and partners. We may share your personal information with third parties that provide services on our behalf, related to the management of your account and marketing services. If you no longer want your personal information to be used or disclosed for marketing purposes, you may contact us at any time by calling us at toll free number 1-877-275-1374 or contact us at website: [www.dcbank.ca](http://www.dcbank.ca)
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 DCBank employee or agent will ever ask you verbally for your Online Banking Password that you are currently using. You are the only person who should know it.
- Your password must be kept confidential. You alone are responsible for your password security. When you give us instructions by cellular phone, e-mail, 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.** DCBank does not specifically permit your Account to go into an overdraft position. However, depending on the types of transactions you engage in and the fees (the fees are set out in the fee disclosure documentation) that may be payable in connection with your Account it is possible that your Account could go into a overdraft (negative) position. Overdraft (negative) balances in your Account are not a loan by DCBank to you and no interest is charged by us on such overdraft/negative balances. However, if your Account falls into an overdraft position, we will charge a flat monthly overdraft fee without notifying you. You must repay any overdraft amounts on demand.
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 DCBank's web site ([www.dcbank.ca](http://www.dcbank.ca)). We may still choose to send a statement to you, either by mail or by electronic means. If an account statement is sent to you, it will be delivered to the primary account holder's last address in our records. You agree that you will examine all of your account statements and other transaction records regularly (at least once every thirty days). If you discover any errors or omissions in your account statements and/or other transaction records, you must notify us of such errors or omissions within 45 days of the date of the transaction date. We will consider account statements and other transaction records to be accurate if we do not receive any notice from you to the contrary. We shall not be liable to you for any loss or claim arising as a result of any errors or omissions in account statements and other transaction records 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 DCBank to close your Account without notice. If you have not contacted DCBank within ten years from the date the Account was marked as inactive, the Account will be designated as abandoned and in accordance with applicable law, the balance of your Account will be transferred to the Bank of Canada. It will be your responsibility to file a claim with the Bank of Canada to obtain the balance.
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 DCBank statements, newsletters and/or posted on the DCBank web site. DCBank may also send a text or email (if you have opted in for this) to you letting you know of the availability and location of the electronic notice. If you access or have funds on deposit in any Account at DCBank after the effective date of the change, you automatically accept the change. Notice of changes will be posted at all Agent locations 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 DCBank to you (including notices that deposits into or withdrawals out of your Account could not be accepted or items have been returned) will be sent by regular mail unless otherwise stipulated by DCBank.
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 DCBank web site ([www.dcbank.ca](http://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  
 Website: [www.fcac-acfc.gc.ca](http://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 DCBank. 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 DCBank any amounts that you or any of you may owe in respect of the Account. If any joint Account holder dies who is a resident of any province or territory within Canada outside of Quebec, any positive balance may be withdrawn or made payable to the surviving joint Account holder. For Quebec residents only, any positive balance shall be settled in accordance with the estate of the deceased joint Account holder. You acknowledge that each joint 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 DCBank if you cease to be a Canadian resident.
34. **No Waiver of DCBank's Rights.** If DCBank fails to exercise any of its rights under these Account Terms or if DCBank delays exercising any of its rights under these Account Terms, this will not be a waiver of DCBank's rights and will not prevent DCBank from exercising these rights in the future.

## PAD AGREEMENT TERMS AND CONDITIONS

1. **Agreement and Parties.** By executing this Agreement and delivering it to Merchant or DirectCash, 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.cdnipay.ca](http://www.cdnipay.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.cdnipay.ca](http://www.cdnipay.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.