



## EP FINANCIAL SECURED VISA® CREDIT CARDHOLDER AGREEMENT

**Customer Service:** 1-888-825-9808  
**Web Site:** [www.epfinancial.com](http://www.epfinancial.com)

### CARDHOLDER INFORMATION & AGREEMENT

The Agreement is between you and us, Everyday People Financial Inc. (“**EP Financial**”). By signing this Agreement, by purchasing, accepting, or using your Card, or by accessing the Account by any other means, it means you (“**Cardholder**”), acknowledge having (i) received and read the entire Agreement, (ii) accepted its terms and conditions, and (iii) agreed to the fees associated with your Account.

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:	
Cardholder’s Signature:			Date:	

### EP FINANCIAL SECURED VISA® CREDIT CARDHOLDER AGREEMENT

If you do not activate your Card and if you call us to let us know you no longer want the Account (see Section 30 for contact details), you won’t be bound by this Agreement if there are no charges or fees associated with or owing on the Account. If the Account is cancelled or closed for any reason, you must destroy or otherwise dispose of all Cards.

The meanings of the terms that are capitalized or that you see in italics appear in the Glossary section at the end of this Agreement (see Section 31). As used in this Agreement, “**you**” and “**your**” mean the Cardholder that signs this Agreement (this doesn’t include an Authorized User), and “**we**”, “**our**” and “**us**” means Everyday People Financial Inc. or EP Financial and its agents, authorized representatives, successors, and assignees.

All Cards issued on the Account belong to DCBank and cannot be transferred to any other person. You must sign your Card as soon as you receive it. You are the only person permitted to use your Card and an Authorized User is the only person permitted to use their Card.

### CARD RATES, FEES, AND INFORMATION BOX

Fee or Information	Amount (if applicable)	Details
<b>Initial Credit Limit</b>	\$[ • ]	The maximum principal amount that you (together with your Authorized Users) can charge to your Account.
<b>Interest-Free Grace Period</b>	21 days	We charge interest on Purchases and fees appearing on your Account Statement if you do not pay your New Balance in full within the Grace Period. The Grace Period does not apply to Cash Advances.
<b>Annual Interest Rate</b>	19.95%	The annual rate of interest EP Financial charges on Purchases, Cash Advances, unpaid interest, and fees.
<b>Determination of Interest</b>		We calculate interest for Purchases and Cash Advances by taking the amount outstanding each day and multiply the outstanding balance by the

July 2021

The terms and conditions of this Agreement govern the secured credit card account (“**Account**”) that we, EP Financial, are providing to you. Prior to being able to access the Account, you will be provided with a Card and any additional disclosure documentation about how we calculate all amounts that are owing on the Account and that you will be liable to pay or repay, as the case may be.

		daily interest rate that applies (the daily interest rate is equal to the Interest Rate divided by 365 (or 366 in a leap year)). If interest is charged, it is calculated daily on the outstanding balance until that amount has been paid in full. The unpaid interest charge (and any interest thereon) is added to your balance at the end of each statement period.
<b>Annual Fee</b>	<b>\$167.40</b>	We bill this fee in monthly instalments of <b>\$13.95</b> . The first monthly instalment of the Annual Fee is billed on the date you activate your Card, and each subsequent instalment is billed on each Due Date thereafter.
<b>Foreign Currency Conversion</b>	<b>N/A</b>	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 established by the Network and in effect at the time we post the Transaction to your Card. This exchange rate may not be the same as the exchange rate in effect on the date of the Transaction.
<b>Minimum Payment</b>	<b>■</b>	The minimum amount that you are required to pay by the Due Date, as indicated in your monthly statement. The minimum amount that you are required to pay is the greater of \$10.00 and 10% of the Account balance then outstanding.
<b>Other Fees</b>		Over Limit Fee – N/A \$5 ATM Withdrawal Fee for Optional Service (Cash Advance), if selected by Cardholder
<b>Secured Funds</b>	<b>\$( • )</b>	The amount of funds you are required to provide, as security for your Obligations.

**1. USING YOUR CARD TO ACCESS YOUR ACCOUNT**

You are the only person permitted to use your Card and an Authorized User is the only person permitted to use their Card.

Neither you nor any Authorized User will use your (or their) Card after the expiry date shown on your (or their) Card. Your Card is to be used as a personal credit card product in accordance with this Agreement. Your Card and your Account are not to be used for business purposes. You also must not use, or attempt to use, your Card or your Account for any illegal purpose. We may monitor unusual Transactions for security reasons.

You can make a Purchase or get a Cash Advance by using your Card or in any other ways we allow. You authorize us to charge the amount of any Purchases or Cash Advances you make to the Account. You must not use your Card to get a Cash Advance from a merchant. If you make a Purchase or get a Cash Advance by providing your Card number without presenting your Card (for example, by mail, telephone, internet, mobile or any other electronic method), we'll treat the Transaction the same as if you had used your Card and signed a Purchase or Cash Advance slip.

**2. OTHER CARD BENEFITS; OPTIONAL SERVICES**

Your Card allows you access to the Account to complete authorized Transactions for free. Additional Card benefits may be added to your Card from time to time. Optional services may also be offered to you from time to time in addition to the optional services that you may wish to select from the Optional Card Services table below.

These extra benefits are provided to you to enhance your experience with EP Financial. The optional services are offered as a matter of convenience however, they are **not required** for the purposes of making Transactions or otherwise accessing your Account.

OPTIONAL CARD SERVICES		
Cardholder Selection	Optional Service	Details
<input type="checkbox"/>  _____ <b>Initials</b>	<b>ATM Withdrawal – Cash Advance</b>	If you select this feature by marking box and including your initials as noted to the right, you will be able complete a Cash Advance from applicable ATMs. We will then charge you an ATM withdrawal fee of <b>\$5.00</b> per Transaction for Canadian, U.S., and International

The Optional Card Services selected above, if any, will be added to your Card within 30 days from the date that your Card is first used. If any extra benefits or services are added to your Card in the future, we will send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any Card benefit or other Account service at any time without telling you in advance; this includes any Optional Card Services you may have selected above. You may cancel this Optional Card Service by providing

us with notice and such cancellation will be effective within 30 days from the date of such notice.

You may receive information about other products and services offered by us or selected third parties, including our affiliates. We are responsible only for products and services that we offer.

### 3. THE CREDIT LIMIT OF YOUR ACCOUNT

Your Credit Limit is the maximum amount you (together with your Authorized Users) can charge to your Account.

Your Credit Limit is provided in the Card Rates, Fees and Information Box provided above (the “**Information Box**”). Your Credit Limit is determined based on the information you provided to EP Financial, your credit information and the receipt of the required Secured Funds.

The amount that you will be able to charge to the Account from time to time is the amount of your Credit Limit, less the total amount of your Obligations. We will also deduct the amount of any applicable fees (as set out above in the Information Box) every time you use your Card.

EP Financial and/or participating merchants may, in their discretion, establish a maximum dollar limit from time to time for a single contactless or digital or mobile Transaction. As a result, you may need to use your physical Card to complete a Transaction if you exceed these limits, even if you are in compliance with the terms of this Agreement.

Occasionally, we may offer the opportunity to increase the Credit Limit. We will need to obtain the express consent of the Cardholder before increasing the Credit Limit. We may reduce the Credit Limit at any time without telling you in advance. You do not have the right to exceed the Credit Limit.

### 4. THE SECURED FUNDS

You must provide Secured Funds to EP Financial from time to time in the amount indicated in the Information Box. You acknowledge that you are providing the Secured Funds as security for the payment and performance of all Obligations whether now existing or incurred in the future, and you unconditionally pledge, charge and assign as collateral to EP Financial, and grant to EP Financial, a security interest in all Secured Funds and also in your rights, if any, in the Account and in your rights, if any, to receive the Secured Funds. All documents evidencing the Secured Funds are also pledged by you in favour of EP Financial and you agree to deliver any such documents to EP Financial immediately upon request.

The Secured Funds do not constitute a deposit with EP Financial or with DCBank. The Secured Funds are safeguarded by EP Financial as part of its overall operations. You have no right to withdraw all or any portion of the Secured Funds nor any other amounts from the Account except as provided in this Agreement. EP Financial shall have the right at its sole option, in addition to any other rights EP Financial may have under this Agreement or otherwise, to set off the amount of any Secured Funds against all or any portion of the Obligations (whether or not immediately due and payable).

Unless otherwise specified in the Information Box, interest will not be earned on the Secured Funds. However, should interest be earned on the Secured Funds from time to time, under no circumstance is EP Financial obligated to pay such interest on the Secured Funds. Any interest earned on your Secured Funds will be earned by EP Financial and become our property.

You acknowledge and agree that by executing this Agreement, you expressly waive the right to receive a copy of any financing statement or financing change statement that may be registered in connection with this Agreement, or any verification statement issued with respect to a registration, if your waiver is not otherwise prohibited by law.

EP Financial agrees to return to you, at your last known address on EP Financial’s records, any Secured Funds remaining in the Account within 90 days after the later of: (i) termination of the Account; (ii) termination and cancellation of all Cards; and (iii) payment and performance in full of all Obligations (which, for certainty may include Transactions processed by merchants after cancellation of any Card). Secured Funds may be returned by INTERAC e-Transfer, or other electronic method of payment at the discretion of EP Financial.

### 5. AUTHORIZED USERS

You may add or remove Authorized Users by contacting us. Each request to add an Authorized User is subject to our approval and we may limit the number of Authorized Users on your account. An Authorized User may make purchases and obtain cash advances in the same manner as you but isn’t liable for any Obligations incurred on the Account. You are responsible for repaying any charges an authorized user makes on your Account, including any associated interest and fees. We may provide information to an Authorized User regarding transactions made on the Account and the available credit limit, but an Authorized User isn’t able to:

- Make any other transactions;

- Give any instructions to us with respect to the Account;
- Update Account information; or
- Have online access to the account.

We also do not send legal notices or disclosures to an Authorized User.

You are responsible for ensuring that any Authorized Users understand and comply with this Agreement.

#### 6. POWER OF ATTORNEY

You agree to execute, acknowledge, and deliver all financing statements, certificates, further assignments, documents, transfers, instruments, security documents, acknowledgments and assurances and do all further acts and things as we may consider necessary or desirable to give effect to the intent of this Agreement, or for the collection, disposition, realization or enforcement of the Secured Funds or the security interests created by this Agreement. You constitute and appoint EP Financial as your true and lawful attorney, with full power of substitution, to do any of the foregoing or any other things that you have agreed to do in this Agreement, whenever and wherever EP Financial may consider it to be necessary or desirable, and to use your name in the exercise of our rights under this Agreement. This power of attorney is coupled with an interest and is irrevocable by you.

#### 7. YOUR RESPONSIBILITY FOR THE OBLIGATIONS AND WHAT HAPPENS WHEN YOU DEFAULT

You are responsible for and must pay the Obligations whether or not you incurred the Obligations, whether or not the amount of the Obligations exceeds the Credit Limit, and regardless of how the Obligations were incurred (and including Obligations incurred by an Authorized User). You must not use the Account, or any other credit card account with us, to pay all or any part of the Obligations.

You can incur an Obligation even if:

- Your credit limit is exceeded;
- Your Card is used after its expiry date; or
- Your Account is used after it has been restricted or closed.

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

##### Keep the Account secure

You must take reasonable care to safeguard your Card and PIN against loss, theft, or misuse.

##### To safeguard your PIN:

- you must not voluntarily disclose your PIN
  - you must keep your PIN confidential and separate from your Card
  - do not write your PIN on your Card
  - you must not choose a PIN selected from your name, date of birth, telephone numbers, address, or social insurance number
- If you do not properly safeguard your PIN, you may be liable for unauthorized Transactions on the Account.

##### Safeguarding the use of your Card and the Account

You must not allow any person other than Authorized Users to use a Card or access the Account. If this happens, you will be liable for all resulting Transactions and any interest, 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 or the Account.

You must notify us by telephone within 24 hours if you learn of the loss, theft, or misuse of your Card, or if you know or suspect that someone else knows your PIN.

##### Unauthorized use and liability

If someone uses your Card without your authorization, you will be liable for all charges incurred in connection with the unauthorized use unless you meet the following criteria:

- you did not contribute to the unauthorized use
- you used reasonable care to safeguard your Card and PIN, and
- you notified us by telephone (see Section 30 for contact details) 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.

Unauthorized use does not include use of your Account by someone you've identified as an Authorized User or someone you've permitted to use your Account, Card or PIN.

You agree to cooperate and help us with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities. If our investigation establishes that there was no unauthorized use, you'll be fully liable for all amounts charged to the Account before you notified us

**9. FEES WE CHARGE**

We will charge the Account with the applicable fees shown in the Information Box or in any notice we provide you and we may deduct or cause to be deducted the amount of such fees from the Secured Funds.

**10. FOREIGN CURRENCY TRANSACTIONS**

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 established and charged by the Network on the day we process the Transaction. We may charge a Foreign Currency Administration Fee as identified in the Information Box.

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 on the day the credit is posted to the Account and charge a Foreign Currency Administration Fee as defined in the Information Box. The credit exchange rate may not be the same as the rate that was in effect on the date the Transaction was credited. The difference between the purchase exchange rate and the credit exchange rate means that the amount credited to the Account for a refund of a foreign currency transaction will in most cases be less than the original amount charged to the Account for the Transaction.

**11. PROMOTIONAL INTEREST RATES AND BALANCE TRANSFERS**

Occasionally, we may offer you time-limited promotional interest rates on new qualifying Transactions related to balance transfers, Cash Advances and/or Purchases. The promotional interest rates will only apply if the Account remains in good standing, you have complied with the terms of this Agreement, and you do not exceed the Credit Limit at any time. When a promotional interest rate ends, your standard interest rate will apply. Promotional offers will also be subject to any additional terms that we set out in the offer.

**12. PAYMENTS**

Your payments are processed the day we receive them. You must make sure that we receive your payment on or before the Due Date shown on the Account Statement that we provide to you. If your Due Date falls on a weekend or a holiday in the Province or Territory where our records show you live, a payment received by us on the next business day following such Due Date will be considered to have been paid on time.

**13. INTEREST ON CASH ADVANCES, PURCHASES AND FEES**

We calculate interest on Cash Advances from the date of the Cash Advance until the date we receive payment in full. There is no Grace Period for Cash Advances. We don't charge interest on Purchases and fees appearing on your Account Statement for the first time if you pay your New Balance in full within the Grace Period set out in the Information Box or in any notice we provide to you.

If you do not pay your New Balance in full, interest charges on those Purchases and fees will appear on your next monthly statement and interest will be charged retroactively on each Purchase and fee from the date of the Purchase or fee until the date we receive a payment which covers the Purchase or fee in full, as described in Section 15.

**14. HOW WE CALCULATE INTEREST**

The interest rates we charge are:

- the interest rate noted in the Information Box; or
- any promotional interest rates that we may provide to you.

After the Grace Period, if interest applies, we calculate interest for Purchases and Cash Advances by taking the amount outstanding each day and multiply the outstanding balance by the daily interest rate that applies (the daily interest rate is equal to the Interest Rate divided by 365 (or 366 in a leap year)).

If interest is charged, it is calculated daily on the outstanding balance until that amount has been paid in full.

The unpaid interest charge is added to your balance at the end of each statement period.

Interest will be charged on unpaid interest if the unpaid interest is added to your balance at the end of the statement period, this unpaid interest will be included as part of the amount outstanding until that amount has been paid in full.

**15. HOW WE APPLY PAYMENTS TO YOUR ACCOUNT**

When we receive a payment, we use the money first to pay off the minimum payment amount appearing on your account statement in the following order:

- first, to any interest that appears on your account statement;

- second, to any fees that appear on your account statement including, but not limited to, annual card fees, and cash advance fees;
- third, to any credit card balance insurance premiums that appear on your account statement;
- fourth, to any transactions that appear on your account statement;
- fifth, to any fees which have not yet appeared on your account statement; and
- sixth, to any transactions which have not yet appeared on your account statement.

Your payment will be applied to balances within each of the above categories beginning with the lowest interest rate item(s) within the category and continuing to the highest interest rate item(s) within the category.

If you pay more than the minimum payment due, we will apply that excess amount of your payment to the remaining balance on your account statement, as follows:

- First, all items that have the same interest rate will be placed into the same category;
- Second, we will allocate the amount of your payment that is in excess of your minimum payment amount to the different interest rate categories in the proportion that the amount in each category represents of the remaining balance.

For example, if your purchases represent 60% of your remaining balance and your cash advances represent 40% of your remaining balance, we will apply 60% of your excess payment towards your purchases and 40% of your excess payment towards your cash advances.

If you pay more than your new balance on your account statement, the excess payment will be applied to transactions that have not yet appeared on your monthly statement, in a manner consistent with the proportional payment allocation described above.

#### **16. YOUR MINIMUM PAYMENT**

You must pay at least the minimum payment indicated in your monthly statement by the Due Date. You may pay the entire balance of your Account in full at any time.

#### **17. ESTIMATED TIME TO REPAY**

In calculating the number of years and months required to repay the balance shown on an Account Statement if you pay only the minimum payment due each month on the Due Date, we assume that the current annual interest rate for Purchases will apply throughout the repayment period. We also use such other assumptions as are required or permitted by applicable law.

#### **18. IF YOU HAVE A PROBLEM WITH A MERCHANT**

We are not responsible for any problem you have with a merchant or if a merchant does not accept your Card. Even if you have a problem with a merchant, you are still responsible for the Obligations. You must settle any problems you have directly with the merchant. In some circumstances, we may be able to provide assistance in resolving disputed transactions. If you wish to discuss a dispute, you may contact us toll-free during regular business hours at 1-888-825-9808.

If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the Account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this Agreement.

#### **19. LIMITATIONS ON OUR LIABILITY**

We try to ensure that you can always use your Card. Occasionally, however, you may not be able to do so because of systems or communication problems involving a merchant, the Network or us. We may also block use of your Card or a particular type of Transaction for any reason and without telling you, including in cases where we suspect unauthorized or fraudulent use of the Card. Under no circumstances are we or DCBank liable to you if you cannot use your Card.

#### **20. COMMUNICATIONS; ACCOUNT STATEMENTS**

When you execute this Agreement or use a Card, you consent to receive 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.

Account Statements will be posted monthly to your account on the EP Financial web portal at <https://myaccount.epfinancial.com>. We will not provide an Account Statement for any statement period during which there have been no Transactions and there is no outstanding balance at the end of the period, or your access to the Account has been suspended or cancelled due to default and we have demanded repayment of the Obligations.

You must contact us (see Section 30 for contact details) for any mistakes or missing information in your Account Statement no later than **30 days** after your Account Statement date. If you do not contact us, you agree that your Account Statement is correct, except for any amount we applied incorrectly to the Account, which we may reverse at any time. If we can't send your Account Statement on time for any reason, you must contact us (see Section 30 for contact details) at least once a month to get the information you need to continue making your payments as required.

If your Account Statement or notice is returned to us because of an incorrect email address, we will not send you any more Account Statements or notices, and we may not allow you to use or access the Account until you give us your correct email address. It is your responsibility to update us if your email address changes.

You acknowledge that the actual recording of the amount of any Transaction or repayment from the Secured Funds, and interest, fees, and other amounts due in connection with the Account, on your Account Statement and maintained by EP Financial shall constitute *prima facie* evidence of the Obligations that you owe from time to time. You also acknowledge that your obligation to pay or repay all or any portion of the Obligations in accordance with the terms and conditions of this Agreement shall not be affected by the failure of EP Financial to make such recording. You acknowledge being indebted to EP Financial for the principal amounts shown as outstanding from time to time on an Account Statement, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Agreement.

**21. PRE-AUTHORIZED PAYMENTS TO MERCHANTS**

You are responsible for any pre-authorized payments charged to the Account, even after you or we cancel the Account or any Card, as the case may be. If you wish to discontinue these payments, you must contact the merchant in writing to cancel any pre-authorized payments and review your monthly statements to ensure that the payments have been discontinued. If charges are made to the Account despite your instructions to cancel the pre-authorized payments, we may be able to assist you if you provide us with a copy of the written notice you gave the merchant, along with any other information that we may ask for.

You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements.

**22. EMERGENCY SERVICE**

If you lose your Card or it's stolen, and we give you an emergency replacement card and any Transactions you make with the emergency replacement card are the same as Transactions you make using your Card. We may not be able to give you an emergency replacement card. Some merchants may not honour your emergency replacement card, and some Card benefits and services may not be available with your emergency replacement card.

**23. CANCELLATION OF YOUR CARD**

**How you can cancel your Card:**

The Cardholder may cancel their Card or any supplementary Cards at any time by calling us (see Section 30 for contact details). If the Cardholder cancels their Card, we will also cancel all supplementary Cards associated with the Account.

**How we can cancel your Card:**

We may do any of the following, at any time, without telling you in advance:

- cancel any Card relating to the Account
- disable any features associated with your Card or the Account including, without limitation, ATM withdrawals
- cancel your rights and privileges related to your Card
- change daily limits for POS Purchases or Cash Advances including, without limitation, ATM withdrawals
- close the Account
- require you to immediately destroy your Card

If we cancel your Card, withdraw your rights and privileges, or close the Account:

- we may seize your Cards
- you may not use your Card or the Account
- you must destroy your Card
- you must pay the Obligations immediately. If you do not, the amount of any Secured Funds may be applied against the Obligations
- you must pay the legal fees and expenses we incur to recover amounts you owe us
- you must cancel all pre-authorized merchant payments from the Account

**24. CHANGES TO THIS AGREEMENT**

We can make changes to any of the terms of this Agreement, including any interest rate(s) and fee(s), or replace this Agreement with another agreement at any time. We will post the updated Agreement online at the Website. Where required by law, we will provide you with least 30 days before the effective date of the change, we will also give you written notice of a proposed change setting out exclusively the new clause, or the amended clause and the clause as it read formerly and notifying you of the effective date of the change. Any changes we make apply to the balance of the Obligations at the time we make the change and to balance of the Obligations after we make the change. Except for changes to your annual interest rates or changes to the amount chargeable as membership or renewal fees or as replacement fees for a lost or stolen Card, you may refuse the change by terminating this

Agreement pursuant to section 23 above and closing the Account without cost, penalty, or cancellation indemnity by notifying us within 30 days after the effective date of the change, after which we will consider that you understand and agree to such changes.

**25. ASSIGNING THIS AGREEMENT**

We can assign this Agreement or any of its terms to a third party at any time.

You may not sell, assign, or transfer any of your rights or obligations under this agreement or your Account.

**26. NO COERCIVE TIED-SELLING**

You Cannot be unduly pressured to buy a product or service that you don't want from EP Financial or anyone else in order for EP Financial to provide another product or service to you.

**27. ENGLISH LANGUAGE CLAUSE**

It is the expressed wish of the parties that this Agreement and related documents be drawn up in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.

**28. YOUR PERSONAL INFORMATION**

EP Financial is committed to respecting and protecting the privacy and confidentiality of your Personal Information and wants to help you understand how we collect, use, and share it. Please see our Privacy Code for complete details on our commitment to privacy (available at the Website) or by calling the Toll-Free Number).

**Sharing your Personal Information**

Your Personal Information is shared with the Network and DCBank and their respective third party service providers (which may, for greater certainty, include providing for access to, or storage of your Personal Information outside of Canada) in connection with operation or administration the payment card system and program that supports the products, services or accounts you have with us (including any products or services provided or made available by the Network as part of your product, service or accounts with us), for the prevention of fraud and identity theft, enforcement of the parties' obligations under this agreement, keeping records as required by applicable laws or regulations, verifying your identity, further developing products and services, and in connection with any promotions the Network may make available to you. EP Financial consists of Everyday People Financial Inc. and its affiliates. Your Personal Information, including information about your authorized representatives and beneficiaries, is shared within EP Financial, to the extent permitted by law.

**Your Choices**

*Sharing:* You may choose not to allow us to share Account-specific information within EP Financial, but you understand we will share your Personal Information with DCBank and its third-party service providers (which may, for greater certainty, include access to, or storage of your Personal Information outside of Canada) as well as to other EP Financial affiliates where such affiliates are involved with the provision of products and services.

*Direct marketing:* You may choose not to allow us to use your Personal Information for direct marketing, such as mail, telemarketing or email informing you about products and services we think may be of interest and value to you.

**Privacy Inquiries**

You can contact our customer service team for general privacy inquiries or concerns by email at [hello@epfinancial.ca](mailto:hello@epfinancial.ca) or by calling 1-888-825-9808

**29. DCBANK'S DISCLAIMER, INDEMNITY AND RELEASE**

Your Card is being issued to you by DCBank, but this Agreement is between you and EP Financial . Under no circumstances will DCBank or its affiliates and their respective directors, officers, employees, advisors, contractors, agents, and representatives (other than EP Financial) (the "Non-Parties") be liable to you for any matter related to, or in connection with, your Card, whether such matter involves you, any Authorized User or any third party whatsoever. THE NON-PARTIES PROVIDE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH YOUR CARD, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the maximum extent permitted by law and regardless of the cause of action (for example, contract, tort or otherwise): (a) your sole remedies for any problems, complaints, issues, claims, costs, damages or losses in connection with your Card is to pursue remedies against EP Financial (and not the Non-Parties) in accordance with the process set out in this Agreement, and (b) you fully and irrevocably release the Non-Parties from any liability or responsibility for any and all problems, complaints, issues, claims, costs, damages or losses experienced or incurred by you, any Additional User or any third party related to or in connection with your Card no matter how caused. In addition, you hereby agree to fully indemnify and hold harmless the Non-Parties, against any problems, complaints, issues, claims, costs, damages, or losses asserted by any party (other than EP Financial ) related to, or in connection with, your Card. You and EP Financial hereby agree that the Non-Parties are each a third-party beneficiary of this paragraph, and that EP Financial holds each of the rights, releases and



disclaimers of Non-Parties set out in this paragraph as trustee in favour of each of the Non-Parties for that limited purpose.

### **30. HOW TO CONTACT US**

If you have any questions on this Agreement, please contact us at the Toll-Free Number.

Whenever you need to talk to us, we will be here to help.

You come first in everything we do. If you have a complaint, we encourage you to let us know and give us the opportunity to resolve the issue. We promise to address your complaint quickly, efficiently, and professionally, as retaining your confidence is very important to us.

#### **A. Talk to Us**

If a problem occurs, it is generally easier to check the facts and come to a resolution at the point where the problem originated. This may simply entail a quick telephone call or a visit to the agent location or office in question. A friendly and knowledgeable EP Financial representative is available for you 24 hours a day, 7 days a week at the Toll-Free Number.

#### **B. Escalate the Complaint**

If your problem is not resolved to your satisfaction with your first contact, we encourage you to escalate your complaint by telephone, mail, or email to a manager.

##### **Everyday People Financial Inc.**

450, 11150 Jasper Avenue NW

Edmonton, AB T5K 0C7

Attention: Customer Service

Phone: 1-888-825-9808

Email: [hello@epfinancial.ca](mailto:hello@epfinancial.ca)

Once we receive your complaint, we will do our best to resolve the issue quickly, typically within five business days. If it takes longer, we will contact you and follow up accordingly.

When contacting us, please include a telephone number and email address where you can be reached.

#### **C. Contact a Third-Party Ombudsman**

You are encouraged to follow all of our Complaint Resolution steps prior to consulting either of the ombudsman service providers below. However, if you refer a complaint to us and it is not being dealt with to your satisfaction, you may refer your complaint to either of the following third-party ombudsman offices at the earlier of when we inform you of our decision with regard to the complaint or **90 days** after we have received your complaint at Step B.

##### **ADR Chambers Banking Ombuds Office**

EP Financial uses ADR Chambers Banking Ombuds office (ADR Chambers) as an external arbiter of complaints. ADR Chambers is completely independent from EP Financial. Please contact ADR Chambers for further review of your complaint if you are still unsatisfied.

##### **ADR Chambers Banking Ombuds Office P.O.**

Box 1006

31 Adelaide Street E.

Toronto, Ontario

M5C 2K4

Phone: 1.800.941.3655

Toll Free Fax: 1.877.803.5127

Website: [www.bankingombuds.ca](http://www.bankingombuds.ca)

#### **Alternative Options**

##### **Compliance with Consumer Protection Provisions - Financial Consumer Agency of Canada (FCAC)**

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary codes of conduct and public commitments. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees, interest rates and branch closures.

If you have a complaint concerning a consumer protection law or a voluntary code of conduct or public commitment, you may contact the FCAC at:

##### **Financial Consumer Agency of Canada**

427 Laurier Avenue West, 6th Floor Ottawa, ON K1R 1B9

Call (English): 1-866-461-FCAC (3222) Call (French): 1-866-461-ACFC (2232)

Note: The FCAC does not provide redress or compensation and will not get involved in individual disputes.

Tips: For a complete listing of federal consumer-protection laws, voluntary codes of conduct and public commitments, visit: [canada.ca/en/financial-consumer-agency.html](http://canada.ca/en/financial-consumer-agency.html)

### 31. GLOSSARY

- I. **"Account Statement"** means the individual Account records maintained by EP Financial in respect of the Obligations
- II. **"Authorized User"** means a person who has been issued a Card on your Account at your request
- III. **"Agreement"** means the most recent terms and conditions of this cardholder agreement and any other terms or notices that we may provide to you related to the Card or the Account
- IV. **"Card"** means a DCBank credit card(s) and any renewals or replacements that are issued on the Account, including any supplemental cards issued to any Authorized User and any other payment device or software application provided to you or an Authorized User that enable you or an Authorized User to access the Account
- V. **"Cash Advance"** means an advance of money from us that is charged to the Account and includes ATM Withdrawal Transactions. We treat Cash-Like Transactions and balance transfers the same as cash advances
- VI. **"Cash-Like Transactions"** mean Transactions involving the Purchase of items that are similar to and/or can be converted into cash. Cash-like Transactions include but are not limited to: wire transfers, money orders, travelers' cheques, casino gaming chips and gaming Transactions (including betting, off track betting and racetrack wagers), securities, government owned lottery tickets, court costs (including alimony, child support), fines, bail, bond payments, and tax payments
- VII. **"DCBank"** means Digital Commerce Bank and its successors and assigns
- VIII. **"Default"** means each occurrence of a default or breach of this Agreement and includes any failure by you to pay any of the Obligations at any time when due
- IX. **"Due Date"** means the date on your Account Statement on which payment of the minimum payment is due
- X. **"Grace Period"** means the number of days between the date of your Account Statement and the Due Date shown on your Account Statement
- XI. **"Network"** is the payment card network identified on the front of your Card
- XII. **"New Balance"** means the amount shown on your Account Statement as the new balance of the Obligations, which is the balance you owe as of the statement date
- XIII. **"Obligations"** means the total of all Purchases, Cash Advances, interest charges and fees and any other amounts that may be charged to the Account under this Agreement and that are added or subtracted, as the case may be, from the Secured Funds
- XIV. **"Personal Information"** includes information you provided to us or information we collected from other sources about you, such as your name, address, age, financial data, Social Insurance Number, or employment records, and other information that could be used to identify you
- XV. **"PIN"** means personal identification number
- XVI. **"Purchase"** means an advance of money from us charged to the Account that equals the amount you paid for goods or services by using your Card
- XVII. **"Secured Funds"** means all present and future moneys that you provide to us from time to time (and all interest that may accrue or become due or payable on the said moneys) which we hold as collateral security for payment of the Obligations
- XVIII. **"Toll Free Number"** means EP Financial's toll-free customer service number listed on the cover page of this Agreement
- XIX. **"Transaction"** means any Purchase, Cash Advance, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the Account, including, without limitation, any contactless transactions and any transactions using a digital or mobile wallet (e.g. Apple Pay or Google Pay)
- XX. **"Website"** means EP Financial's website that can be accessed at the URL provided on the cover page of this Agreement