

Terms & Conditions

DXCard Terms & Conditions

The DXCard is a prepaid card access device that can be used to make purchases at retail establishments that have agreed to accept the Card. These are your DXCard Terms and Conditions. Please read them carefully and keep them for your records. By accepting and using your DXCard you agree to be bound by these Terms and Conditions. In these Terms and Conditions, "You" and "Your" means the person who has acquired the Card and "We", "Us", "Our" and "DXStorm" mean DXStorm.com Inc., our successors, affiliates or assigns. All dollar amounts are expressed in Canadian dollars unless otherwise specified.

USE OF THE DXCARD

Card Access. You may use your Card to pay for purchases at retail establishments which have agreed to accept the Card and are equipped with a point-of-sale terminal that can process DXCard transactions. Upon any purchase, the amount available on the Card will be reduced by the amount of such purchase. Once you have authorized a transaction and the amount is wrong, the merchant may in its discretion adjust the transaction. DXStorm cannot make any adjustments after you have authorized a transaction. Your DXCard cannot be redeemed for cash. We are not a bank and we do not provide banking services. The value of all DXCards is held in an aggregate account and Cardholders do not have the benefit of Canada Deposit Insurance Corporation or any other form of insurance.

Participating merchants will treat the holder of a DXCard as the rightful owner of the Card. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card. Except as provided in Paragraph 9, the value on your DXCard will not be replaced if your Card is lost or stolen.

Registration and Password. You may register your DXCard by accessing the DXCard website at www.dxcards.ca, completing the registration process and choosing a password. You are responsible for maintaining the accuracy and currency of your registration information and the confidentiality of your password.

Refilling the DXCard. You can refill your DXCard in several different ways:

In person: You can upload value to your Card at any merchant accepting the DXCard by tendering cash (or other accepted means of payment) for credit to your Card.

By telephone: You can add value to your DXCard by calling the DX Customer Service Centre at 1-888-DXSTORM and authorizing the amount to be charged to a valid VISA Card or MasterCard account.

Internet: Once your Card is registered, you can add value to your DXCard online at our website at www.dxcards.ca by (i) charging the amount to a valid VISA Card or MasterCard account, or (ii) by providing the information and authority to complete a pre-authorized withdrawal from a chequing account held at a Canadian financial institution. We will initiate the pre-authorized withdrawal on the authorized date, but we have no control over when your financial institution provides the funds to us. Your Card balance will be credited with the authorized amount as soon as we confirm receipt of the funds, but in no event earlier than two business days after the authorized date. You must ensure that funds are available in your account to cover the amount of any pre-authorized withdrawal. If a pre-authorized withdrawal is not honoured by your financial institution for any reason, we (i) will charge you a fee for the dishonoured transaction, and (ii) may suspend your pre-authorized withdrawal privileges until we have appropriate assurance that your chequing account is in good order.

COMMUNICATION

The only way we can contact you directly is through the personal information and email address supplied through registration. It is your responsibility to ensure such information is accurate and up to date. You agree that DXStorm may use the information and email address provided to contact you with messages (which may contain confidential information) relevant to the operation of your DXCard.

An up to date version of the Terms and Conditions will be posted at all times on the DXCard website at www.dxcards.ca. We reserve the right to change the Terms and Conditions at any time by providing 30 days' notice of the changes on the DXCard website. It is your responsibility to review the Terms and Conditions from time to time to be aware of any changes. Use of the DXCard after the effective date of any changes will constitute your acceptance of the revised Terms and Conditions. We reserve the right to make any changes to the services and features provided by the DXCard at any time and in any manner at our sole discretion.

You agree to notify us immediately of any unauthorized use of your DXCard or password or any other fraud or breach of security.

LOST OR STOLEN CARD

Tell us AT ONCE if your Card has been lost or stolen. If you believe your Card has been lost or stolen, access our Customer Service Centre online at www.dxcards.ca or call the Customer Service Centre at 1-888-DXSTORM. Provided your DXCard has been registered, its use will be suspended and the balance frozen at the time you report the loss. You will be able to acquire a replacement card and transfer the balance from the lost card to the replacement card.

PRIVACY

If you register your DXCard, we will collect and store your personal information, including your username and password, in a secure manner for the purposes of administration of the DXCard program. When you register, you are given the opportunity to specify your privacy preferences; e.g., whether you wish to receive promotional material from DXStorm and participating merchants. You may change your privacy preferences at any time.

We will disclose information to third parties about you, your DXCard or a transaction that you make:

- (i) Where it is necessary for completing the transaction, or
- (ii) In order to verify the existence and condition of your Card, or
- (iii) In order to comply with government agency or court orders or as otherwise required by law, or
- (iv) For analytical purposes, or
- (v) If we conclude that disclosure is necessary to protect you or the interests of DXStorm, or
- (vi) If you give us your permission.

FEES

You DO NOT PAY ANY FEES for:

- (i) Making purchases using your DXCard,
- (ii) Making cash refills to your Card at participating merchant locations,
- (iii) Transferring funds from one Card to another using the DXCard website, or
- (iv) Picking up a replacement card at a participating merchant.
- (v) Uploading your card using online Bill payment.

The fees payable for the DXCard service are set out in the Schedule at the end of the Terms and Conditions, as amended from time to time and posted on the DXCard website at www.dxcards.ca

Fees are charged for the following:

- (i) The convenience service of remotely uploading funds to your Card through the DXCard website or telephone service,
- (ii) If a refill transaction is rejected by your financial institution
- (iii) If your Card has not been used for a consecutive 12 month period, you will be charged a monthly maintenance fee until the Card is used again or the Card balance is exhausted

These fees are exclusive to the DXCard Service and do not include any fees which may be charged by your financial institution for services rendered by it. DXStorm may change the fees or add new fees at any time, subject to the 30-day notice provisions under "Communication" above.

SUSPENSION OF YOUR CARD

We reserve the right to suspend the services of the DXCard generally for any reason whatsoever at our sole discretion on 90 days' notice posted on the DXCard website at www.dxcards.ca and at participating merchants' retail locations. During the 90- day notice period you will be able to make purchases to use up the balance on your DXCard, but you will not be able to refill your Card.

We reserve the right to suspend the use of your DXCard at any time. Only in the event of your death or if we suspend your Card without cause will you have a right to receive a refund of any amounts remaining on your Card. You hereby agree that any of the following will constitute cause for suspension of your DXCard:

- (i) Any fraud or attempted fraud
- (ii) Any modification or attempted modification of the Card or any of its features or functionality
- (iii) Any violation of the Terms and Conditions
- (iv) Any illegal, unethical or unsatisfactory use of the Card as determined by DXStorm
- (v) Any order, anticipated order or application of policy or guideline of any regulatory body or agency that would limit the services of DXCard.

DISPUTE RESOLUTION

Any issue, disagreement or dispute in respect of a transaction with a participating merchant where your DXCard was used is a matter between you and the particular merchant. This includes all matters related to the transaction, including the price charged, the quality of the goods and services purchased, and any promises, guarantees or warranties in respect of such goods and services.

LIMITS OF LIABILITY

We will not be responsible for any loss, damage, claim, expense, liability, delay or inconvenience you suffer as a result of:

- (i) any failure, delay or error in processing a transaction or in any other aspect of the operation of the DXCard
- (ii) the service being interrupted or unavailable at any location, including the DXCard website
- (iii) any failure or delay by you or by us in sending or receiving any communication, or in acting upon receipt of any communication
- (iv) our declining to process a transaction if there are insufficient funds on your DXCard or your Card has been suspended.

You acknowledge that we are not obliged to correct errors or defects, and we do not represent or warrant that the DXCard website is free of viruses or other harmful components.

JURISDICTION

These Terms and Conditions are governed by the laws of the Province of Ontario, Canada and you and we irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario in respect of any matter related to the DXCard or the DXCard website.

LANGUAGE (Applicable in the Province of Quebec only)

It is the express wish of the parties that these Terms and Conditions and any related documents be drawn up and executed in English. Les parties conviennent que la presente convention et tous les documents s'y rattachant soit rediges en anglais.

SCHEDULE OF FEES

Please contact your DXStorm representative sales@dxcard.ca