

If you have not already agreed to be bound by the following agreement at the time you applied for the Dexit Service, then by activating or using your Dexit Tag, you will be deemed to have agreed to the agreement.



DEXIT™ SERVICE AGREEMENT

This is the agreement between you and Dexit Inc. in connection with the Dexit Service.

Definitions: In this Agreement, the applicant for Dexit Service and/or a Dexit Tag is referred to as "you" or "your", and Dexit Inc. is referred to as "Dexit", "we", "our" or "us". A "Merchant" refers to a store, food service, or any other business or merchant located in Canada which offers to accept payment for its goods or services by way of the Dexit Service.

Using Your Dexit Tag

To be able to use your Dexit Tag, it must first be activated; you will receive information on how to do so. Once your Dexit Tag is activated, you may use it to pay for goods and services at any participating Merchant in Canada.

Before authorizing payment with your Dexit Tag at a Merchant, always verify the dollar amount displayed on the Dexit Reader (as opposed to the Merchant's cash register or other price readout device). If the amount is wrong and you have already authorized the transaction with your Dexit Tag, the Merchant may in its discretion adjust the transaction. Dexit cannot make any adjustments after you authorize the transaction.

Do not give your Dexit Tag to the Merchant to process a purchase; hold and use the Tag yourself.

Safeguard the Dexit Tag as you would cash. Call us immediately if your Tag is lost or stolen, as you are responsible for all transactions made until the Tag is reported lost or stolen to us.

We will not authorize a transaction at a Merchant if: (i) there are insufficient funds in your Dexit Account; (ii) your Dexit Account or Dexit Tag have been suspended; (iii) your Dexit Account has been closed; or (iv) your Dexit Tag has been reported lost or stolen.

Your Dexit Account

When you apply for the Dexit Service, we will set up a Dexit Account for you, to keep track of the funds you provide, use of the connected Dexit Tag(s), and all other transactions made.

You can review your account balance and a recent history of these transactions by visiting the Dexit website or by contacting the Dexit Call Centre.

Dexit may set or change limits on any aspect of account operation, for example the number of Tags allowed for one account, the number of Tags allowed for one person, the number of accounts allowed for one person or household, the amount spent on each Tag or account in a day, etc.

The Dexit Account is a prepaid account to facilitate payments for goods and services at Merchants. No interest is paid on this account, and any funds put into the account are not considered to be deposits insured by the Canada Deposit Insurance Corporation or any other insurer. The funds put into the account are not refundable to you, except in the case of your death or if Dexit closes the account without cause, as provided for under "Closing Your Account".

Refilling Your Dexit Account

When your Dexit Account is low on funds, you can refill it in different ways.

Electronic Bill Payment Refill

At most financial institutions, you can set up your Dexit Account as if it were a bill to pay, in your financial institution's telephone or internet bill payment service. You will need to set this up, and once you do, you will need to make a bill payment to your Dexit Account each time you wish to fund the Dexit Account.

We will credit your Dexit Account once we receive the bill payment funds, but Dexit has no control over when your financial institution provides the funds to us.

Automatic Cash Refill

Alternatively, you can arrange with Dexit for Automatic Cash Refills. Your Dexit Account will automatically be refilled by pre-authorized withdrawals from a chequing account of your choice at a Canadian financial institution (for convenience, referred to as a "bank"). To do so, you provide us with the required information to identify your selected bank account, which we will only use for this purpose, and sign an enrollment form. Dexit will initiate a withdrawal from that bank account in the amount you chose in your enrollment form or in such other amount as you and we may later agree, on any day when your Dexit Account goes below a preset balance. You must ensure that funds are available in your bank account to cover any Automatic Cash Refill withdrawal request.

We will credit your Dexit Account with the amount of the Automatic Cash Refill once Dexit receives the funds, but Dexit has no control over when your financial institution provides the funds to us.

You must notify us at least five (5) days in advance if your bank account information for the Automatic Cash Refill arrangement changes, so that your refills will not be interrupted.

If a particular Automatic Cash Refill transaction is not honoured by your financial institution for any reason, such as your bank account having insufficient funds, Dexit: (i) will charge you a fee for the failed refill transaction; (ii) will reverse any provisional credit given to your Dexit Account in respect of the refill transaction; (iii) may suspend or end the Automatic Cash Refill arrangement until you confirm that the funding account has been restored to good status.

To ensure that your Dexit Account has continuously-available funds in the amount you chose in your Automatic Cash Refill enrollment or as later amended by you, you may provide a credit card account number to us which we will charge if and when any Automatic Cash Refill is delayed or fails. You will notify us when your credit card expiry date changes or if other changes are made to your credit card account, so that your refills will not be interrupted.

Other Refill Methods

Dexit may make other refill methods available to you from time to time.

General

Regardless of how your Dexit Account is refilled, in no event will Dexit be responsible for not authorizing any transactions at Merchants if there are insufficient funds in your Dexit Account.

You may change your refill preferences at any time on our website or by contacting our Call Centre.

Keeping You Up-to-date – Messages

You can register to be advised: (i) when your Dexit Account balance reduces to a preset amount; (ii) when your Dexit Account balance has been refilled; (iii) periodically what your Dexit Account balance is; and/or (iv) of any other matter which Dexit may provide from time to time. In any of these cases, Dexit will make reasonable attempts to notify you at the contact point(s) provided by you.

You may change your message preferences at any time on our website or by contacting our Call Centre.

Loss or Theft of Your Dexit Tag; Security

If your Dexit Tag is lost or stolen, you must report it on the Dexit Service website or to the Dexit Call Centre as soon as possible. Dexit will take responsibility for any transactions made with your Dexit Tag after the time you report the Tag lost or stolen; you will be responsible for any transactions made before that time.

For added security, you can suspend the ability to use your Dexit Tag or Dexit Account, for example if you are going on vacation, or if you think you misplaced the Tag but it has not likely been lost or stolen. Be sure to tell us when to re-activate the Dexit Tag or Dexit Account.

Any log-in ID and password you have to obtain access to the Dexit Service are for your use only, and should be kept confidential. Dexit is not responsible for any access to or misuse of your information if your log-in ID and password are used by anyone other than you.

For security reasons, various personal information provided in your application or subsequently proposed to be changed will be subject to verification through third party sources. In order to verify such information, we may disclose such information to third parties who may verify the information from information they have previously collected about you. You hereby consent to us making these disclosures for the purpose of obtaining such verifications.

Fees

The fees payable to Dexit for the Dexit Service are set out in a schedule (which follows this Agreement), and are kept up-to-date on the Dexit Service website.

The fees and any applicable taxes will be deducted from your Dexit Account at the time of the transaction giving rise to the fee.

The fees payable to Dexit for the Dexit Service are separate from the fees, if any, payable by you to any other party, for example the financial institution from which you fund your Dexit Account.

Dexit may change the fees payable, charge a fee for an added service, or charge a new fee for an existing service. For any increases to fees already in the fee schedule or to charge a new fee for an existing service, notice will be provided on the Dexit Service website at least 30 days in advance of the change. Use of your Dexit Tag after the effective date of the revised fee schedule will be deemed to be your acceptance of the revised schedule.

Ownership and Use

The Dexit Tag is the property of Dexit, is not transferable to anyone, and is to be returned to us upon request.

The Dexit Tag may only be used to purchase goods and services or for such other uses as expressly permitted by Dexit.

The information provided in your Dexit Service application and any data Dexit receives as a result of your use of the Dexit Tag and Dexit Service will only be collected, used and disclosed in compliance with our Privacy Policy.

Liability

We will not be responsible or liable for any delay, damage, loss, expense or inconvenience you or any other person may incur: (i) if the Dexit Service does not work as expected for any reason, including any delay or failure in the processing of any transaction; (ii) if we do not receive a notice from you or your instructions for any reason, or if we delay or fail to act on your instructions, for any reason; (iii) if Dexit does not process a transaction when your Dexit Account has insufficient funds or it has been suspended; or (iv) if there has been any failure or delay in providing a message to you, or if a message is given to a person other than you at the contact point(s) provided by you.

In the event there is any liability on the part of Dexit (including any of Dexit's directors, officers, employees, agents or representatives), you agree that such liability shall be limited to a maximum of the fees you paid to Dexit in the twelve (12) month period immediately preceding the incident which gave rise to your claim.

Dispute Resolution

Any question, concern or dispute in connection with a transaction at a Merchant in respect of which your Dexit Tag was used is to be raised and resolved between you and the Merchant. This includes all related matters, such as the amount charged, and the quality of the goods and services provided by the Merchant.

If you have a question or concern about the Dexit Service, please write or call our Call Centre. Our interest is to ensure that you are pleased with the Dexit Service. If, after your contact with our Call Centre, you are not satisfied that we have dealt with the matter fairly, you may write to our Vice-President, Product Management.

If for any reason you feel it is necessary to take legal action or proceedings against Dexit (including any of Dexit's directors, officers, employees, agents or representatives) you agree that any action or proceeding will be started and served upon Dexit and any other parties within one (1) year of the incident giving rise to your claim. You also agree that you will not join your claim with any other person's claim, you agree to waive any right you may have to begin or participate in any class action or proceeding against us, and you also agree to opt out of any class action or proceeding against us.

Closing Your Account

You may end the Dexit Service and close your Dexit Account at any time, by notifying the Dexit Call Centre.

We may end your access to the Dexit Service and close your Dexit Account at any time, and, unless your Dexit Account has not been used for over three (3) years, we will notify you of this action at your last known E-mail address, fax number, or mailing address.

Only in the event of your death (and upon receipt of such documents as Dexit reasonably requires in such circumstances as to whom is entitled to your estate funds), or Dexit closing your Dexit Account without cause, will the remaining funds in your Dexit Account be repaid to you. "Cause" will include any violation of this Agreement, any fraud or attempted fraud, any other operation of the Dexit Account or use of a Dexit Tag in an unsatisfactory manner, or non-use of your Dexit Account for over three (3) years.

Changes to this Agreement

Dexit may change this Agreement from time to time by providing notice on the Dexit Service website at least 30 days in advance of the change. Use of your Dexit Tag after the effective date of the change will be deemed to be your acceptance of the change.

General

Assignment: Dexit may assign this Agreement at any time without further consent.

Language (Applicable in Quebec only): 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 convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Governing Law: This Agreement shall be governed by the law of the Province of Ontario, and the parties irrevocably attorn to the jurisdiction of the courts of that Province.

04/02

Fee Schedule

Automatic Cash Refill, each	\$1.50 for each \$100 or part thereof as part of the same refill
Electronic Bill Payment Refill, each	\$1.50 for each \$100 or part thereof as part of the same refill
Cash Refill, each	\$1.50 for each \$100 or part thereof as part of the same refill
Debit Card Refill, each	\$1.50 for each \$100 or part thereof as part of the same refill
Failed Automatic Cash Refill, each	\$10.00
Dexit Tag replacement, each	\$10.00

04/02