

Account Agreements and Disclosures

Please read the information contained in this document carefully and print and/or retain this information electronically for future reference.

For your convenience, a hyperlink is listed below for each document.

- [Authorization to Obtain Credit Report](#)
- [Initial Dell Preferred Account Disclosure Statement](#)
- [Terms & Conditions](#)

Authorization to Obtain Credit Report

You expressly authorize Dell Financial Services Canada Limited (“DFS”) to obtain credit reports and share information with a credit reporting agency. At this pre-qualification stage, DFS will perform a soft inquiry which does not affect your credit score. If you proceed to finalize your application, DFS will perform a hard inquiry which may affect your credit score and ability to obtain credit. You agree that DFS will obtain and use this information to evaluate your application for credit, set credit limits or other limits associated with a credit agreement, make decisions related to servicing and collection of your account, and perform statistical analysis. You agree that DFS may share information obtained from a credit reporting agency with our affiliates and third-party collection agencies to assist in the collection of debt or to agencies that acquire debt. You understand that we may report information about your loan to credit reporting agencies in accordance with applicable law.

You may access the credit report information and rectify any errors it contains by contacting the credit reporting agency directly at TransUnion of Canada (www.transunion.ca or (800) 663-9980) or Equifax Canada Inc (www.equifax.ca or (800)465-7165). We will obtain a credit report from Trans Union Canada or Equifax Canada. If you require further assistance or withdraw your authorization, please contact DFS Customer Care from Monday to Friday 8 a.m. to 5 p.m. CT at (800) 864-8156.

By clicking the "I Agree to All Terms" button:

- You certify that you are a resident of Canada and have reached the age of majority in your province of residence,
- You certify that the information provided in and with this application is true, accurate and complete,
- You consent to the collection, use and disclosure of your personal information in accordance with [Dell's Canada Privacy Statement](#),
- You have reviewed the [Initial DPA Disclosure Statement](#) and [DPA Terms and Conditions](#) provided below that will apply to your Dell Preferred Account if you are approved,
- You consent to signing the Initial DPA Disclosure Statement, the DPA Terms and Conditions and credit pull consent electronically.
- **You consent to DFS collecting and using credit reports and other information from a credit reporting agency in accordance with the terms above. Your authorization is dated as of the date you click “I Agree to Terms” and continues as long as you use DFS services or have an outstanding balance with DFS.**
- By signing or executing this document using an electronic signature, you consent to the use of electronic signatures.

Prequalification Request and applications are stored for 30 days. If you have an existing Dell Preferred Account (DPA) or pending application, we may route you to your existing account or application.

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INITIAL DELL PREFERRED ACCOUNT DISCLOSURE STATEMENT

INFORMATION BOX – OPEN CREDIT CONTRACT, OTHER THAN FOR THE USE OF A CREDIT CARD (Quebec Consumer Protection Act, section 125)

Credit Limit Granted	Range between \$1,500 - \$5,000 , exact credit limit is determined during the application process.
Annual Interest Rate / Credit Rate	22.00%
Minimum Monthly Payment	The Minimum Payment Due is the greater of either \$20 , or the sum of all Past Due amounts plus any Monthly Planned Payment Due plus 5% of the New Balance shown on your Account Statement (excluding any balances on any Deferred Payment Plans or Planned Payment Purchase prior to their expiration dates), rounded to the nearest dollar.
Other Charges	NSF (Non-sufficient funds) Charge - \$45.00 Account Statement Reprint Charge - \$3.00

Table of examples of credit charges

Average Daily Balance of	Annual Interest Rate (AIR)/Credit Rate	Interest Computed for 30 days
\$500	22.00%	\$9.04
\$1,000	22.00%	\$18.08
\$2,500	22.00%	\$45.21
\$3,500	22.00%	\$63.29
\$4,500	22.00%	\$81.37

OPEN CREDIT CONTRACT (QUEBEC CONSUMER PROTECTION ACT, S. 125)

Creditor: Dell Financial Services Canada Limited
P.O. Box 8759, Station A, Toronto, Ontario M5W 3C2
Email: DFS_CE_Canada@Dell.com

1. Amount up to which the credit is granted: Range between **\$1,500 - \$5,000**, exact credit limit is determined during the application process.
2. The length of each period for which a statement of account is provided: Monthly
3. Minimum Monthly Payment: We will send you an Account Statement for each month during which there

is any activity or balance on your Account. The Payment Due Date will occur **25** days after the Account Statement date. You are required to pay the Minimum Payment Due as set out on the Account Statement. Each Credit Plan will reflect a Current Due amount on the Account Statement, as applicable. Subject to any promotional credit plan or deferral program terms, the Minimum Payment Due is the greater of either **\$20** or the sum of all Past Due amounts plus any Monthly Planned Payment Due plus **5%** of the New Balance shown on your Account Statement (excluding any balances on any Deferred Payment Plan or Planned Payment Purchase prior to their expiration dates), rounded to the nearest dollar. If you pay more than the Minimum Payment Due amount, but less than the full balance, the Account Balance will be reduced; however, Interest Charges will still accrue. You may pay more than the Minimum Payment Due amount, including the balance in full, at any time, without any prepayment charge or penalty. Your Minimum Payment Due can be paid via Pre-Authorized Debit (PAD) from the banking information you provide, if this is an option you chose, in accordance with Section **7** of the Dell Preferred Account Terms and Conditions.

4. Annual Interest Rate / Credit Rate: **22.00%** This is your interest and credit rate. Your interest rate and credit rate is subject to amendment by us upon 30 days prior written notice.
5. You may call us at **(800) 864-8156** (toll free), at no charge, to obtain information about this Agreement in the language of this Agreement.
6. Interest/Credit charges: We calculate and charge interest/credit charges on your Account Balance as shown on the initial Disclosure Statement or as amended by us over time. The Annual Interest Rate (AIR)/Credit Rate and its equivalent daily interest rates appear on your Account Statement. The Interest Charges section on the Account Statement indicates the amount of interest/credit charges that accrued in the current billing period that have been added to your Account Balance. We do not charge interest /credit charges on Purchases which appear on your statement for the first time if the applicable balance is paid in full by the Payment Due Date shown on that statement.
7. Period during which you may discharge the obligation without being compelled to pay credit charges ("Grace Period"): The Grace Period is the period between the transaction date and the Payment Due Date on the Account Statement on which the purchase appeared for the first time; no grace period applies to an unpaid Balance from a previous billing period.
8. Calculation of Interest Charges: Interest Charges on the balance are calculated daily but only added to your Account at the end of each billing period and are compounded monthly. The amount of daily interest is calculated by adding any new Purchases and Other Charges and then subtracting any payments or credits and then multiplying this sum by the applicable Daily interest rate. The Interest Charge for each billing period is the sum of the daily interest for each day in the billing period.
9. Other Charges: As set out in Section **5** of the Dell Preferred Account Terms and Conditions, you agree to pay fees and charges which are described herein or may be imposed by us from time to time, subject to applicable law. The current Other Charges are set out below:
 - An NSF (Non-sufficient funds) Charge of **\$45** if your Bank will not honour your payment, or if your payment is rejected or cannot be processed, for any reason. You will incur this NSF Charge even if your payment is later honoured by your bank upon subsequent presentment.
 - A Reprint Charge of **\$3** for each request for a reprint of an Account Statement.
10. Promotional Credit Plans: Promotional Credit Plans are further described in Section **9** of the Dell Preferred Account Terms and Conditions. Any charges associated with such Plans will vary based on the type of plan and may bear different AIRs / Credit Rates and have different minimum payments. These Plans will be subject to their own individual terms and conditions and any associated billing information will be set out in the Account Statements.

11. Security Interest: To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest in the Dell Products purchased on your Account until the Total Debt has been paid in full. You agree to execute any documents necessary to perfect our security interest.

This Disclosure Statement must be read in conjunction with Dell Preferred Account Terms and Conditions provided to you with this Disclosure Statement. If there is any discrepancy between the two, the Dell Preferred Account Terms and Conditions will take precedence. In this Disclosure Statement, the capitalized words, unless otherwise defined herein, have the meaning set out in the Dell Preferred Account Terms and Conditions. You are deemed to have consented and accepted the terms and conditions in this Agreement as set out in the Dell Preferred Account Terms and Conditions. For payment or billing inquiries, please call a Customer Representative at (800) 864-8156 (toll-free within Canada).

The parties expressly agree that this Agreement and all related documents, including notices and other communications, be drawn up in English only. *Les parties acceptent expressément que ce contrat et tous les documents s'y rattachant, y compris tout avis et toute communication, soient rédigés en anglais seulement.*

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DELL PREFERRED ACCOUNT TERMS AND CONDITIONS

THE DELL PREFERRED ACCOUNT TERMS AND CONDITIONS, INCLUDING THE DELL PREFERRED ACCOUNT DISCLOSURE STATEMENT (THE "AGREEMENT") CONSTITUTES OUR AGREEMENT TO BE CONTRACTUALLY BOUND BY THE TERMS AND CONDITIONS SET OUT HEREIN. YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT PURSUANT TO THE METHOD SET OUT IN PARAGRAPH (B) BELOW; (B) YOU HAVE READ THE ENTIRE AGREEMENT AND YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, WITHOUT MODIFICATION OR QUALIFICATION, WILL BE SUFFICIENTLY AND DEFINITELY ESTABLISHED AT THE DATE SET FORTH ABOVE (THE "EFFECTIVE DATE"), AND YOU SHALL THEREAFTER BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR ACCEPTANCE OF THIS AGREEMENT WILL AUTHORIZE US TO ADVANCE FUNDS TO DELL TO PAY FOR YOUR PURCHASE OF DELL PRODUCTS AND EXTEND CREDIT TO YOU UNDER THE TERMS OF THIS AGREEMENT; (C) IF A PREAUTHORIZED DEBIT (PAD) WAS SET FROM YOUR BANKING ACCOUNT WITH US, YOU WAIVE ANY RIGHT TO RECEIVE ANY NOTICE, WRITTEN OR OTHERWISE, FROM US OF THE AMOUNTS TO BE DEBITED FROM YOUR BANK ACCOUNT IN ACCORDANCE WITH YOUR PAD AUTHORIZATION SET OUT IN SECTION 7 OF THIS AGREEMENT AND THE DATES ON WHICH SUCH DEBITS ARE TO BE PROCESSED. THE FOREGOING WAIVER DOES NOT APPLY TO ANY ONE-TIME OR SPORADIC DEBITS (IF PERMITTED UNDER THIS AGREEMENT), FOR WHICH WE WILL OBTAIN YOUR SPECIFIC AUTHORIZATION IN EACH CASE; AND (D) YOU AGREE TO RECEIVE THE AGREEMENT AND RELATED DOCUMENTS, AND TO OTHERWISE COMMUNICATE WITH US, ELECTRONICALLY.

DELL PREFERRED ACCOUNT TERMS AND CONDITIONS

This Agreement sets out the terms and conditions of the Dell Preferred Account, and replaces any previous agreements we may have sent you relating to this Account. The Disclosure Statement is included in and forms part of this Agreement. The words "you" and "your" mean the Account Holder and "we," "us," and "our" mean Dell Financial Services Canada Limited, our agents, and our assignees. Other defined terms are found in Section **26** below. In consideration of us granting you credit on the Account, you promise to

pay the amount of any Purchases charged to your Account and any Interest Charges and Other Charges due under this Agreement.

- 1. Your Account** - Your Account is an open-end credit account and enables you to finance your purchase of Dell Products from Dell. To use your Account, you give Dell your Account Particulars at the time of your purchase. The amount of the Purchase will be charged to your Account under a Credit Plan. You cannot use your Account to obtain cash advances or to make purchases from anyone other than Dell or for any other purpose. You are the only person permitted to make Purchases using your Account. You must safeguard the security of your Account Particulars to prevent wrongful use by others.
- 2. Liability for Unauthorized Use** - If you notice the loss or theft of your Account Particulars or a possible unauthorized use of your Account, you must call us immediately at **(800) 864-8156**. Once you notify us that your Account Particulars have been stolen or used by someone else without your authorization, you will not be liable for future unauthorized transactions processed on your Account using those Account Particulars. Otherwise, you are liable for and must repay the Account Balance whether or not you incurred it, whether or not it exceeds your Credit Limit, and regardless of how it has been incurred, subject to applicable law.
- 3. Credit Limit** - The Credit Limit on your Account will be shown on your monthly Account Statement.

If you do not reside in Quebec at the Effective Date:

If you exceed your Credit Limit, we may require you to immediately pay the excess and related Interest Charges, subject to applicable law. We may increase or decrease your Credit Limit at any time, subject to applicable law. If we are required by applicable law to obtain your express consent to increase your Credit Limit, we will obtain that express consent before we increase your Credit Limit. Your Credit Limit will be affected by many factors, including the amount of your borrowings under this Account, and your credit standing.

If you reside in Quebec at the Effective Date:

If you exceed your Credit Limit, we will send you a notice stating that you made a transaction resulting in the credit limit granted being exceeded, and we may require you to immediately pay the excess and related Interest Charges. We may decrease your Credit Limit at any time. We may also increase your Credit Limit at your express request only. Your Credit Limit will be affected by many factors, including the amount of your borrowings under this Account, and your credit standing.

- 4. Interest and Grace Period** - We calculate and charge interest on Total Debt as shown on each Account Statement (the "Interest Charges"). Interest accrues from the date a transaction is posted to your account. We do not charge interest on Purchases which appear on your Account Statement for the first time if the applicable Credit Plan Balance is paid in full by the Payment Due Date shown on that Account Statement; no grace period applies to an unpaid Balance from a previous billing period. The Grace Period is the period between the transaction date and the Payment Due Date on the Account Statement on which the purchase appeared for the first time. Interest Charges are still payable after you Default, or we obtain a judgment for any amount that you owe us.
- 5. Other Charges** - You agree to pay fees and Other Charges, which may be imposed by us or described in your Disclosure Statement from time to time, subject to applicable law. The current Other Charges are set out below:
 - A Non-Sufficient Funds Charge of **\$45** if your Bank will not honour your payment, or if your payment is rejected or cannot be processed, for any reason. You will incur this Non-Sufficient Funds Charge even if your payment is later honoured by your bank upon subsequent presentment.
 - A Reprint Charge of **\$3** for each request for a reprint of an Account Statement.
- 6. Payments** - It is your responsibility to select a payment method which results in the Minimum Payment Due being received by us by the Payment Due Date as shown on each monthly Account Statement. If you send us a payment by mail, you must allow sufficient time for the postal service to deliver the

payment by the Payment Due Date to our designated address in accordance with the instructions on your Account Statement. If you have chosen to set up a PAD, the monthly payments will be taken from the bank account provided to us in accordance with the DPA Terms and Conditions. Unless we agree otherwise, the first PAD needs to be set up at least **4** days prior to your Payment Due Date in order to avoid a late payment. Each Credit Plan will reflect a Current Due amount on the Account Statement, as applicable. Subject to any promotional credit plan or deferral program terms, the Minimum Payment Due is the greater of either **\$20**, or the sum of all Past Due amounts plus any Monthly Planned Payment Due plus **5%** of the New Balance shown on your Account Statement (excluding any balance on any Deferred Payment Plan or Planned Payment Purchase prior to their expiration dates), rounded to the nearest dollar. If you pay more than the Minimum Payment Due amount, but less than the full balance, the Account Balance will be reduced; however, Interest Charges will still accrue. You may pay more than the Minimum Payment Due amount, including the balance in full, at any time without penalty. You must immediately make any Past Due payment as shown on each monthly Account Statement. Past Due amounts include any amounts you fail to pay when due.

- 7. Form of Payment** - Payments can be made by cheque, money order, PAD, electronic funds transfer, or any other means as we may expressly permit. Do not send cash. Payments made via credit card will not be accepted. If you select PAD as your payment method, you hereby authorize us to debit the bank account that you have identified to us or any other bank account which you may identify to us from time to time (the "Bank Account") as follows: (a) for the Minimum Payment Due shown on each Account Statement on or shortly after the Payment Due Date (each a "Scheduled Debit Date"); and (b) for any other amount that may become due under this Agreement on the next Scheduled Debit Date (this authority to debit your Bank Account is called your "PAD Authorization"). You acknowledge that we may contact you to obtain, or you may contact us to provide, a separate authorization for any debit that we seek to process on a date that is not a Scheduled Debit Date. You acknowledge that your PAD Authorization is for personal, family or household purposes only. You may cancel your PAD Authorization at any time, by providing us **2** days' prior written notice. To obtain a sample cancellation form, you may contact your Bank or visit www.payments.ca. You acknowledge that your PAD Authorization applies only to the method of payment of credit we have extended to you under this Agreement and any cancellation of this PAD Authorization does not cancel, and has no effect, upon obligations under this Agreement. You have certain recourse rights if any debit does not comply with your PAD Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with your PAD Authorization. To obtain more information on your recourse rights, contact your Bank or visit www.payments.ca. To make inquiries, obtain information or seek recourse with respect to any debit issued by us under your PAD Authorization, you may contact us by calling **(800) 864-8156**. You acknowledge that we may assign your PAD Authorization, whether directly or indirectly, by operation of law, change of control or otherwise. You consent to the disclosure of any personal information contained in your PAD Authorization to our Bank, and to any such assignee or successor, for the purposes of your PAD Authorization. You and us both acknowledge and agree that if you have provided your PAD Authorization electronically that we will provide you with a written confirmation. **YOU AGREE TO THE REDUCTION OF THE PERIOD BETWEEN THE WRITTEN CONFIRMATION AND THE DUE DATE OF YOUR FIRST PAD TO 3 CALENDAR DAYS. YOU WAIVE ALL OTHER PRE-NOTIFICATION REQUIREMENTS IN RESPECT OF DEBITS TO BE PROCESSED UNDER THIS PAD AUTHORIZATION.**
- 8. Application of Payments** - To the extent permitted by applicable law, payments on your Account will be applied in the following order to the Current Due amounts for and across all Credit Plans in your Account: Interest Charges, Other Charges, and the remainder to the unpaid balance of your Account.
- 9. Promotional Credit Plans** - In addition to purchases that accrue Interest Charges and require monthly payments as described previously above, Promotional Credit Plans may be offered from time to time on specific Purchases for qualified buyers. Purchases made under these Promotional Credit Plans may have different Interest Charge calculations and required Current Due amounts. A Promotional Credit Plan is strictly limited by its terms and the terms and conditions of the special promotion to which it relates. In addition, if you are in Default under a Promotional Credit Plan, the benefits of such

Promotional Credit Plan will expire, and all Purchases made under any such plan shall accrue Interest Charges and require payment as required above. For each Promotional Credit Plan, we may offer promotional periods of different lengths and end dates that we will announce from time to time.

Offers that may be available in All Provinces except Quebec (based on your account address at the time of purchase) include:

- a) No Interest Credit Plan (sometimes referred to as “Special Financing”) – If you pay the full purchase price before the expiration date of the promotion, as indicated on your billing statement, and pay the Minimum Payment Due each Billing Period when due, no Interest Charges will be imposed on the purchase. If such payments are not made, Interest Charges from the date the transaction posts will be added to your Account at the end of the promotion period at your current AIR. We may offer promotion periods of different lengths that we will announce from time to time. During the last two months of any No Interest Credit Plan, amounts paid over the Minimum Payment Due will be applied to the remaining balance of the No Interest Credit Plan about to expire.
- b) Promotional Rate Plans – We may offer Promotional Rate Plans with promotional periods of different lengths that we will announce from time to time for a specified number of days.
- c) Planned Payment Purchases – Promotional purchases on which no interest will be charged on the purchase, repaid in substantially equal monthly installments called “Monthly Planned Payment”. Planned Payment Purchases will be subject to the repayment terms offered at the time of the Purchase. You promise to pay each Monthly Planned Payment by the applicable Payment Due Date during the promotional period and pay the Purchase balance in full by the Expiration Date. If you fail to pay the Purchase balance in full by the Expiration Date, any remaining balance after the Expiration Date will be subject to your Standard AIR.

Offers that may be available in Quebec (based on your account address at the time of purchase) only include:

- a) Deferred Payment Plans: If your Purchase qualifies for a Promotional Credit Plan offering a deferred payment period, we will not require payment of principal, interest or fees associated with the qualified Purchase until the end of the deferred payment period. Credit Charges will start accruing on your qualified Purchase the day following the end of the deferred payment period if the Account Balance is not paid in full on the Payment Due Date preceding the end of the deferred payment period.
- b) Interest-Free Plans: If your Purchase qualifies for a Promotional Credit Plan offering an interest-free period, Credit Charges will not accrue on the principal amount of said Purchase until the end of the interest-free period. Credit Charges will start accruing on your qualified Purchase the day following the end of the interest-free period if the Account Balance is not paid in full on the Payment Due Date preceding the end of the interest-free period. Minimum monthly payments are required with interest-free plans.

10. Account Statements - We will send you an Account Statement for each monthly billing period by mail or such other available format that you agree to (such as electronically). If we are delayed in or prevented from sending Account Statements for any reason, you should contact us to obtain the information required to meet your payment obligations. You must promptly notify us of any change in your address.

11. Electronic Communications - With your consent, we may provide your monthly Account Statement, this Agreement, and any other document relating to your Account to you electronically, including over the internet or to an e-mail address that you provide us for this purpose. For legal purposes, documents sent electronically to you will be considered to be “in writing” and to have been signed and/or delivered by us.

12. Mobile Phone Consent - If you have already or in the future provide us with a mobile phone number as your contact number, you expressly authorize us, and our agents or independent contractors, to contact you regarding your Account for non-telemarketing communications, via text message or mobile telephone, including by way of pre-recorded or auto-dialed calls, using that mobile phone number. We

may also contact you on phone numbers that we have in our records, including phone numbers we have obtained from third party service providers, for non-marketing purposes (such as for fraud prevention). Normal mobile phone charges or text message rates may apply. Your consent to use your mobile phone number may be revoked by calling **(800) 864-8156** or by sending a written notice to us, online or by email at: DFS_CE_Canada@Dell.com.

Any revocation by you regarding your mobile phone number shall not revoke our right to contact you utilizing any other contact information you previously provided to us or may provide later.

- 13. Telephone Monitoring** - Telephone communications with us are routinely monitored and/or recorded. You expressly consent, on behalf of yourself and other users of your phone, to being monitored or recorded.
- 14. Security Interest** - To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest in the Dell Products purchased on your Account until the Total Debt has been paid in full. You agree to execute any documents necessary to perfect our security interest.
- 15. Account Cancellation** - You may cancel your Account at any time by notifying us in writing. We may at any time and for any reason, without prior notice, refuse to authorize any Purchase on your Account, or suspend your Account and your right to use your Account. In addition, we may at any time and for any reason, including Account inactivity of **24** months or longer, cancel your Account, subject to applicable law. Upon cancellation of your Account, you are no longer entitled to use the Account to finance the purchase of Dell Products and we may require you to immediately repay the Total Debt and all other amounts owing by you under this Agreement. You agree that you will not try to make a Purchase after you have been notified that your Account has been cancelled. This Agreement remains in effect, even after suspension or cancellation of the Account, for as long as the Total Debt remains unpaid.
- 16. Default and Remedies** - You will be in Default if (a) you fail to pay when due any amount owed under this Agreement or any other credit agreement with us; or (b) you made any misrepresentations to us in applying for credit. If you are in Default, we may do one or more of the following to the extent permitted by applicable law: (a) demand that you immediately pay to us the Total Debt (subject to providing you any notice required by law); (b) cancel your Account; (c) take possession of any Dell Products in which we have a security interest, and (d) exercise any other remedy available to us. If, as a result of your being in Default, we cancel your Account, the Total Debt (all amounts owing to us) may immediately become due and payable (once we have provided any required notice). We may initiate other lawful means to recover this amount. To the extent permitted by applicable law, you must pay all legal fees and expenses that we may incur to recover any amounts you may owe us under this Agreement, and all expenses that we may incur if we seize any Dell Products. We will apply the net proceeds from any sale or other disposition of the Dell Products (after we have deducted all costs and expenses payable by you) against the amounts that you owe us. To the extent permitted by law, you will pay us any amount you still owe us. Our rights and remedies hereunder are cumulative and not alternative (subject to applicable law) and may be enforced either successively or concurrently.

For Quebec Residents Only: Clause required under the Quebec Consumer Protection Act.
(Clause of forfeiture of benefit of the term)

- Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section **69** of the General Regulation, he must forward him a statement of account.
- Within thirty (**30**) days following the receipt by the consumer of the notice and, where necessary, of the statement of Account, the consumer may (a) either remedy the fact that he is in Default; (b) or present an application to the court to have the terms and conditions of payment prescribed in

this contract changed.

- It is in the consumer's interest to refer to sections **104** to **110** of the Consumer Protection Act (chapter **P-40.1**) as well as to section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

17. Product Claims - You agree that with respect to any Dell Products purchased using your Account: **(1)** you have selected each product you purchase; **(2)** we are only financing the Purchases at your request; **(3)** we do not directly or indirectly offer, sell, select, or provide any products you purchase; and **(4)** we are not a seller, supplier, merchant, or warrantor. **CONSEQUENTLY, YOU AGREE THAT CLAIMS RELATING TO YOUR PURCHASES, INCLUDING ANY DEFECT OR WARRANTY RELATED TO THE PURCHASES, ARE NOT OUR RESPONSIBILITY.** If you have any disputes or problems with Dell or regarding the Dell Products, you must continue to pay the Total Debt to us as required by this Agreement. If Dell issues you a credit note for Dell Products purchased using your Account, the credit note will be applied to your Account. Until we process the credit, you must make at least the Current Due payment as required by this Agreement in order to keep your Account in good standing.

18. Assignment - We may assign this Agreement or any of its terms at any time to a third party. If we assign your Account, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned. Following an assignment, the words "we", "us", and "our" in this Agreement shall refer to any assignee. You shall not have any right to transfer your Account or assign this Agreement to anyone. This Agreement shall be binding upon you and your heirs, executors, administrators, and legal representatives.

19. Amendments

For Residents of Provinces Other than Quebec: We may amend the terms in this Agreement or the services or features of your Account at any time with notice to you and as permitted by applicable law. Any change in terms or any new terms may apply to the existing Account Balance as well as to subsequent Transactions.

For Residents of Quebec: We may increase the Credit Rate by sending you a notice to that effect at least **30** days before the coming into force of the increase. We may also amend unilaterally Your Account, Other Charges, Payments, Application of Payments, Promotional Credit Plan, Account Cancellation, or Form of Payment. If we amend one of these elements, we will send you, at least **30** days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment, and a statement of your right of cancellation as provided by the Quebec Consumer Protection Act. Upon receipt of such a notice, you may refuse the amendment and cancel the Account by sending us a notice to that effect no later than **30** days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. The Total Debt and any other amount owed by you under this Agreement will become immediately payable upon such a cancellation. Any change in terms or any new terms may apply to the existing Account Balance as well as to subsequent Transactions.

20. No Waiver - We will not lose any of our rights under this Agreement if we delay or refrain from taking action for any reason. To the extent permitted by applicable law, we may take other action not described in this Agreement, and by doing so we will not lose our rights under this Agreement.

21. Entire Agreement and Severability - This Agreement, together with the then-current Disclosure Statement and Account Statement, is the entire agreement between you and us and may not be amended except as set out in this Agreement. If any provision of this Agreement is found to be unenforceable all other provisions shall remain in full force and effect.

22. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the Province of your residence at the time of entering into this Agreement, as shown on the Disclosure

Statement, and the federal laws of Canada applicable therein.

23. Change of Address; Change in Residency - You will tell us in writing, by telephone or by any other means we permit, if you change your address (including your email address), your province or territory of residency, your home or cellular telephone number or any other information you previously provided. If you do not tell us about a change to your address (including province or territory of residency) or other information, we will use the last known address we have on record for you (including email) and you may not receive information from us including Account Statements.

24. Personal and Credit Information - You authorize us and anyone acting on our behalf to collect, use and disclose your personal information for the purposes of: verifying your identity; obtaining a credit report other credit information and your financial history; evaluating your current and ongoing creditworthiness; providing credit information to credit reporting agencies; evaluating your application; administering your contract; servicing and enforcing your loan; processing pre-authorized and other payments; collecting outstanding debts; protecting you and us against fraud and error, meeting legal, regulatory, security and internal policy and processing requirements; performing internal statistical analysis; assigning or securitizing any amounts payable by you under this Agreement; and otherwise with your consent or as required or permitted by law. Please refer to your Authorization to Obtain Credit Report to further information relating information we obtain from credit reporting agencies and how we may use that information.

We may disclose your personal information to and collect your personal information from affiliates, credit reporting agencies, your employer, your references, and persons with whom you have or may expect to have financial dealings for the purposes described above. We may also share your personal information with our affiliates and third-party collection agencies to assist in the collection of debt or to agencies that acquire debt. Personal information collected may be stored and processed in Canada and/or outside Canada in which we or our affiliates or service providers operate, and as such government authorities and law enforcement agencies in those other foreign jurisdictions may, in certain circumstances, be entitled to access your personal information. We may share your personal information with appropriate third parties in the event that we buy or sell all or part of our business or when considering such transactions.

The collection, use, and disclosure of personal information or data provided to us under this Agreement (including the Disclosure Statement) is further addressed in Dell Canada Privacy Statement. Please refer to the Privacy Statement available on <https://www.dell.com/learn/ca/en/cacorp1/policies-privacy> for additional information regarding how we collect, use and disclose your personal information.

25. Service Providers - You acknowledge that we use service providers, agents and affiliates (each a "service provider") in connection with providing loans, and our ability to provide the Account to you depends on the ability of our service providers to provide services to us. In the event that any service provider cannot or will not process a transaction or cannot or will not provide any other service to us that is required for us to process such transaction, you acknowledge that we may be unable to complete such transaction and we will have no liability in respect of any such incomplete transaction.

26. Defined Terms - In this Agreement, the capitalized words listed below have the following meanings.

- Account means your Dell Preferred Account
- Account Balance means the amount shown on your Account Statement as the total balance owing on your Account as of the date of the Account Statement
- Account Holder means the person in whose name we opened the Account
- Account Particulars means your personal Account number provided to you when you activated your Account and the Dell personal pass code chosen by you
- Account Statement means your monthly Dell Preferred Account Statement as defined in Section **10**
- AIR means the Annual Interest Rate we charge against the amounts outstanding in your Account Balance. In Quebec, the term "AIR" means "Credit Rate."

- Bank means your bank or other financial institution, details of which you provided to us for the purposes of your PAD Authorization
- Bank Account is defined in Section **7**
- Credit Limit is defined in Section **3**
- Credit Plan means the plan and its associated terms and conditions which we apply to your Purchases at the time of purchase
- Credit Plan Balance means the amount shown on your Account Statement as the balance owing for the applicable Credit Plan as of the date of the Account Statement
- Disclosure Statement means the disclosure statement which was provided to you when you activated your Account, as we may revise from time to time pursuant to Section **19**
- Default is defined in Section **16**
- Dell means Dell Canada Inc.
- Dell Products means equipment, software and services purchased from Dell
- Effective Date means the date printed on the first page of this Agreement
- Inactivity is when an Account does not have a balance and has not had any purchases, returns or payments for a period of time
- Interest Charges is defined in Section **4**. In Quebec, the term “Interest Charges” means “Credit Charges”
- Other Charges are defined in Section **5**
- PAD Authorization is defined in Section **7**
- Past Due is defined in Section **6**
- Payment Due Date is the date indicated on the Account Statement upon which the Minimum Payment Due amount as shown on your Account Statement is due
- Promotional Credit Plans is defined in Section **9**
- Purchase means an advance of money from us that equals the purchase price of Dell Products that were charged to your Account using your Account Particulars
- Minimum Payment Due is the sum of all amounts currently due, as defined in Section **6**, and listed in the Credit Plan Summary on the monthly Account Statement
- Total Debt means the total of all Transactions on your Account under this Agreement
- Transaction means any Purchase, Interest Charge, Other Charge, payment, credit or debit adjustment, and any other amounts that may be charged or debited to your Account

27. Electronic Documents - This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be “written” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

28. Language - The parties expressly agree that this Agreement and all related documents, including notices and other communications, be drawn up in English only. *Les parties acceptent expressément que ce contrat et tous les documents s’y rattachant, y compris tout avis et toute communication, soient rédigés en anglais seulement.*

29. For Quebec Residents Only. Clause required under the Consumer Protection Act (Open credit contract other than that entered into for the use of a credit card)

- 1)** If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against

the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

- 2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

- 3) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.
- 4) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within **21** days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.
- 5) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within **60** days after the date the consumer's request was sent.
- 6) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections **103.1, 122.1, 126, 126.2, 126.3, 127** and **127.1** of the Consumer Protection Act (chapter **P-40.1**) and, if further information is necessary, to contact the Office de la protection du consommateur.

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