

Dell Financial Services Canada Limited

Terms of Use for MyDFS Portal

I. Acceptance of Terms

These terms of use constitute a legal agreement ("Agreement") between you ("customer" or "you") and Dell Financial Services Canada Limited and its affiliates ("DFS" or "we" or "us") regarding your accessing, browsing and/or using MyDFS Portal located at <https://dfs.dell.com/en-ca> ("Site"). The Site includes, but is not limited to, all other sites owned and operated by DFS that redirect to the Site, all subdomains provided through such other site or the Site, and all downloadable applications, features, functionality, content or information that is made available or provided on the Site. The Site provides access to several services related to your Dell Preferred Account, or any other line of credit you have or establish with DFS (hereinafter, the "Account"). The services you may access through the Site include (i) electronic communications; (ii) bill payment services; and (iii) Account management services (collectively, the "Services"). BY SCROLLING THROUGH THIS AGREEMENT AND CLICKING THE "I ACCEPT" BUTTON BELOW, AND BY ACCESSING AND USING THE INFORMATION AND SERVICES ON THE SITE, YOU HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. You acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations, including Canada export laws and regulations including those which apply to exporting data. If you do not agree to this Agreement, do not use this Site. These terms are in addition to the terms and conditions governing your Account(s) ("Credit Agreement"). The material provided on this Site is protected by law, including, but not limited to, Canada copyright law and international treaties. This Site is controlled and operated by DFS from its offices within the United States. DFS makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from jurisdictions where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so of their own initiative and are responsible for compliance with applicable local laws.

II. Use Restrictions

The copyright in all material provided on this Site is held by DFS or its licensors. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of DFS or its licensors. Permission is granted to display, copy, and download the materials on this Site for personal, non-commercial use and in connection with the Services only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any terms or conditions of this Agreement. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without written permission from DFS or its licensors, "mirror" any material contained on this Site. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

You agree that when using the Site and Services, you will not:

- (i) access (or try to access) and use the Services through any automated means, including without limitation, scrapers, scripts, robots or web crawlers;
- (ii) submit false or misleading information via the Services;
- (iii) use or attempt to use another user's account;

- (iv) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your personal information or your affiliations with any person or entity;
- (v) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party or any of the DFS materials;
- (vi) market, sell, re-sell or make commercial use of the any DFS materials;
- (vii) systematically collect from the Site and use any DFS materials, including the use of any data mining, robots, or similar data gathering and extraction methods;
- (viii) decompile, reverse engineer, disassemble, modify, or reduce the Site to human perceivable form;
- (ix) make derivative uses of the Site or the DFS materials;
- (x) post or transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties;
- (xi) post or transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party;
- (xii) post or transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law;
- (xiii) take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of the Site or to shut down, overload or overwhelm the Site.

III. Limitation of Liability

THE SERVICES ARE PROVIDED BY DFS ON AN "AS IS" AND "AS AVAILABLE" BASIS. DFS DOES NOT WARRANT THAT THE SERVICES OR DFS MATERIALS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DFS MAKES NO REPRESENTATIONS ABOUT THE TECHNICAL ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE DFS MATERIALS IS ACCURATE, ERROR-FREE OR UP-TO-DATE. DFS MAKES NO REPRESENTATIONS WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR INTELLECTUAL PROPERTY.

Not applicable to Quebec consumers:

EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL DFS, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE OR ANY SITE OPERATED BY ANY THIRD PARTY, EVEN IF DFS OR A DFS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF MATERIALS FROM THIS SITE OR ANY SITE OPERATED BY ANY THIRD-PARTY RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

For Quebec consumers:

DFS, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE OR ANY SITE OPERATED BY ANY THIRD PARTY, EVEN IF DFS OR A DFS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, EXCEPT WHERE THE EFFECT WOULD BE TO LIBERATE DFS FROM THE CONSEQUENCES OF ITS OWN ACT OR THE ACT OF ITS REPRESENTATIVE. IF YOUR USE OF MATERIALS FROM THIS SITE OR ANY SITE OPERATED BY ANY THIRD-PARTY RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF.

IV. Personal Information

All personal data provided to DFS through the Site will be handled in accordance with [Dell Canada Privacy Statement](https://www.dell.com/learn/ca/en/cacorp1/policies-privacy?s=corp), located at <https://www.dell.com/learn/ca/en/cacorp1/policies-privacy?s=corp>.

V. Electronic Communications

DFS sends Account holders various types of legal notices, including but not limited to: change in terms notices, notices of increase or decrease in credit lines, privacy notices, Account updates, and periodic billing statements (collectively, the “Electronic Communications”). After account opening, we will provide important legal notices and access to periodic billing statements electronically.

Please read the following terms and conditions carefully before accessing your Account(s). By signing up with DFS Electronic Communications, you agree to be bound by and comply with this Agreement and the terms and conditions governing the Electronic Communications. If you do not agree to comply with these terms and conditions, you may not access to your Account via the Site. You are not required to consent to receiving Electronic Communications, in which case you will receive such communications in paper form.

- A. Consent.** By electing to receive Electronic Communications, you are consenting to receive from us by electronic means, billing statement notices and your billing statement(s) for the Account(s), change in terms notices, notices of increase or decrease in credit lines, privacy notices, Credit Bureau and billing dispute communications, Collection notices and additional communications about the Account(s) you have specified. You will receive your communication(s) from us in this manner, unless you withdraw your consent.
- B. Withdrawal.** You may withdraw your consent to receive Electronic Communications at any time. To withdraw your consent to receive paperless statements, please log on to the Site and turn off paperless statements in the Preferences menu. If you wish to withdraw your consent to receive all other Electronic Communications, please send an email to US_DFS_EC_Withdraw@Dell.com
- C. Email Address.** You agree that we may send Electronic Communications to the email address associated with your use of the Site, including any responses to your inquiries, and you acknowledge that this is not a secure form of communication (we will never send sensitive or confidential Account or customer information via email). Electronic Communications will be provided to you through the Site or sent to the email address you provided. If an Electronic Communication is sent via email and is returned as undelivered, we may use any other email address that we have for you. We also reserve the right to use postal addresses. If your email address does change, please update it on the Site and call us at (800) 864-8156. If you change your email address on the Site only, this will not automatically change your email address associated with your Account. To change your email address associated with your Account, call us at (800) 864-8156. Unless otherwise required by law, you agree that any Electronic Communications will be deemed received as of the date it is sent by the means set forth above. DFS will send your periodic billing statement notice and any other notification to the email address on record.
- D. Password.** You agree that the password you use to access an Account or the Site will be

kept confidential. If you forget your password, you may reset your password online. You understand that you have sole responsibility for the security of your password. You are solely responsible for notifying us of the loss or theft of a password. DFS will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password.

- E. **System Requirements.** To access the information subject to this consent, you will need an active email address as well as a web browser that meets the security requirements of our Site, specifically the latest versions of Safari, Mozilla Firefox, Google Chrome, Internet Explorer, or Microsoft Edge. For the latest versions, please visit Firefox; Google; or Microsoft. You will also need Adobe Acrobat Reader, which can be downloaded from www.adobe.com. To retain a copy of any periodic billing statement, you will need a printer or a storage device, such as a hard drive. You are responsible for maintaining an email address that is active and can receive email from DFS for the purpose of receiving your legal notices electronically. If any of the above system requirements change, and we believe that such change may create a material risk that you will be unable to access Electronic Communications, we will notify you of the new hardware/software requirements, typically by showing a warning on the screen if your browser is outdated.

VI. Online Bill Payment Services

DFS provides its customers with a pre-authorized debit service that you can use to schedule recurring payments (“Pre-Authorized Debit” or “PAD”). To utilize this electronic payment option, you will need to provide your DFS Account number, name, email address and certain banking information. Details of each electronic payment option are provided below.

A. Pre-Authorized Debit

DFS customers may elect to use Pre-Authorized Debit to schedule recurring payments. The following terms and conditions apply to the Pre-Authorized Debit service. You understand that participation in the Pre-Authorized Debit service is subject to DFS approval. You may enroll in Pre-Authorized Debit through the Site or by agreement with your electronic signature.

By enrolling in Pre-Authorized Debit, you are authorizing DFS to treat your electronic signature as evidence of your consent to initiate recurring electronic payment transactions from your designated bank account (“Designated Account”). You are also authorizing DFS to initiate debit entries to your Designated Account, at the financial institution you have indicated. You understand that this authorization will remain in full force and effect until DFS has received notification from you in accordance with your Pre-Authorized Debit Agreement.

If your due date falls on a Sunday, legal holiday or other day that we are not open for business, we will process your payment on the next available business day. However, the payment will be credited to your Account as if it had been processed and posted on the payment due date. All payments are subject to further verification.

For any automatic payment option above that you have selected, DFS will not debit your Designated Account by an amount that will cause your Account to have a credit balance. You authorize DFS to reduce the amount of the debit previously disclosed to you on your billing statement so that the amount debited does not exceed the Account balance as of the time we begin processing your payment.

1. Termination and Unenrollment from PAD. If funds are not fully available at any time during your participation in Pre-Authorized Debit, or your Account is otherwise not in good standing, we reserve the right to terminate your participation therein. If a payment is rejected, refused, returned, disputed,

or reversed by your financial institution for any reason, then DFS has the right to charge a Non-Sufficient Funds (NSF) charge as provided in your Credit Agreement. In addition, if there are multiple occurrences of returned payments, DFS may terminate your participation in Pre-Authorized Debit. DFS also reserves the right to terminate your participation in Pre-Authorized Debit at any time, as authorized by applicable law. If your participation in Pre-Authorized Debit is terminated by us for any reason, you will receive a notification that your Account has been unenrolled. If your Account is closed and there is an outstanding balance on the Account, DFS will continue to automatically debit your Designated Account unless you unenroll from Pre-Authorized Debit.

2. Financial Institution Rules. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfers. You are responsible for all fees charged by your financial institution associated with your Designated Account.
3. Monthly Statement and Billing Errors. If you consent to receive paperless statements, DFS will make your monthly statement available to you online through the Site and you will receive a notification by email once it is available. You agree to review each monthly statement you receive and give DFS notice of any errors or disputed charges at least 3 days prior to your statement due date. If a billing error occurs due to a transaction you dispute on your monthly billing statement, DFS is responsible for correcting it if and when you notify us of the error, subject to the terms of your Credit Agreement. Unless you notify us of a billing error at least 3 days in advance of your scheduled payment due date, we will draft the scheduled Pre-Authorized Debit amount reflected on your periodic billing statement. DFS is not liable for erroneous periodic billing statements, incorrect debits or charges, or for any delay in the actual date on which your Designated Account is debited.
4. Changes to Account. You must notify us if (a) any information changes regarding your Designated Account, or (b) if you wish to change the account or financial institution from which your payment is debited, or (c) if you wish to stop a payment or discontinue your participation in the program. All changes to information regarding your Designated Account may be made by logging in to the Site. If you do not update your Designated Account and DFS is unable to charge the Designated Account, you may be subject to returned item charges (NSF) and any fees or charges assessed by your financial institution.
5. Stop Payment. You may cancel or edit any Pre-Authorized Debit by signing in to your user profile on the Site, and following the Edit or Cancel links on the Pre-Authorized Debit page, or by contacting a DFS Customer Service representative at the appropriate toll-free number at (800) 864-8156.

You will not incur a charge for cancelling or editing a Pre-Authorized Debit prior to being processed by us. You understand and agree that once we have begun processing a payment it cannot be cancelled or edited by us. DFS must receive your request to cancel or edit an upcoming Pre-Authorized Debit at least two (2) business days before the scheduled debit date as set within your Account.

VII. Links

Any links on the Site to third party websites are provided for your convenience and for partnering sites to identify that you are using our Services. If you choose to access third party websites or obtain products or services from third parties, you do so entirely at your own risk and such access is between you and such third party. DFS does not warrant or make any representations regarding the legality, accuracy or authenticity of content presented by such websites or any products or services offered by third parties and shall have no liability for any loss or damages arising from the access or use of such websites, products or services. You are strongly advised to check the terms of use and the privacy policies of these external websites or resources before making use of them. You acknowledge that DFS may remove any link to an external website or to resources at any time for any reason whatsoever.

VIII. Applicable Law

Not applicable to Quebec consumers:

You acknowledge and agree that your use of the Site and all of the communications, transmissions and transactions associated with the Services and the provision of the Services shall be deemed to have occurred in the Province of Ontario. You agree that this Agreement shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters and disputes arising hereunder. You expressly agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

For Quebec consumers:

You agree that this Agreement shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec in respect of all matters and disputes arising hereunder.

IX. Changes to the Site and Availability

We reserve the right to change the Site or change, eliminate or interrupt any part of the Site or the Services without notice and for any reasons whatsoever. The Services may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications between you and DFS through the Site.

X. Agreement Revision

Not applicable to Quebec consumers:

We may revise this Agreement from time to time. The most current version will always be posted on our Site. Therefore, we recommend that you frequently visit the Site to monitor any changes to the Agreement. In the event of any material change to this Agreement, we will post a notice on the Site that we have changed this Agreement. If we have your email address, we may (but are not required to) email you to provide notice that we have changed this Agreement. If you use the Site after receiving notice of any such modification or replacement, you agree to have read and are indicating your acceptance of, and you agree to be bound by, the modified or replaced terms of use. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change.

For Quebec consumers:

We reserve the right to unilaterally amend the following elements of this Agreement: (I) Acceptance of Terms; (II) Use Restrictions; (III) Limitation of Liability; (IV) Personal information; (V) Electronic Communications; (VI) Online Bill Payment Services; (VII) Links; (IX) Changes to the Site and Availability; (X) Agreement Revision; (XI) Agreement Termination and General Provisions. Should we amend one of those 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 your rescission rights. You may refuse the amendment and rescind or cancel the contract without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, but only if the amendment entails an increase in your obligations or a reduction in our obligations.

XI. Agreement Termination and General Provisions

No delay or omission by DFS to exercise any right or power we have under this Agreement or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by DFS must be in writing and signed by an authorized representative of DFS.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of our relationship with you.

This Agreement, the Privacy Policy and any documents incorporated by reference herein, constitute the entire agreement between you and DFS as it relates to the access to, and use of, the Services, and the subject matter of this Agreement and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between DFS and you.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent permitted by law.

This Agreement is personal to you, and is not assignable, transferable, or sublicensable by you except with DFS' prior written consent. DFS may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (i) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (ii) legally enforceable as a signed agreement.

You may contact us about questions about our privacy statement by writing to us at Dell Canada Privacy Department, 155 Gordon Baker Road, Suite 501, Toronto, Ontario M2H 3N5.

XII. Language

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.*

Last Updated: **[insert date]**