



# TERMS OF USE



## TERMS OF USE

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The Sites shall only be used by adults. If you are a minor, you must be supervised by your parent or tutor to use the Sites. If you are a parent or tutor supervising a minor, you acknowledge that you are responsible for the minor's use of the Sites.

#### 4. INTERACTIVE CHAT AND CHATBOTS

We recommend directing all general customer inquiries to our Chat for assistance. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. For more details, please refer to the applicable Chat and our Privacy Policy to learn more.

#### 5. VIRTUAL GIFT CARDS

You may purchase virtual gift cards ("**Gift Cards**") on the Dollarama website and via authorized third parties for your personal use or to be sent via email to others ("**Recipients**"). You are responsible to verify the accuracy and validity of the Recipient's email. Dollarama is not responsible for any gift cards sent to an email address entered Dollarama reserves the right to limit the number of Gift Cards you may purchase. Where a Gift Card is purchased the Dollarama website, Dollarama accepts credit card payment for the Gift Cards and such payment is processed through Dollarama's payment solution provider. You represent and warrant that you are authorized to use the credit card and that all of the billing information you provide is truthful and accurate. By confirming your purchase of the Gift Cards, you agree to accept and pay for same. All payments are subject to validation checks and authorization by the card issuer. Once the payment has

been accepted, the Gift Card will be activated and the ownership and risk of loss will be transferred to you or the Recipient, as applicable.

You can no longer purchase a Gift Card on Dollarama's mobile application. Purchases can only be made through Dollarama's website. For customers who still have a valid Gift Card on their Dollarama mobile application, Dollarama's third-party fraud prevention services provider, Riskified Inc. ("**Riskified**") may still have some personal information that you had disclosed which could include your name, address, email, order amount, and partial payment card information ("**Riskified Customer Data**"). The Riskified Customer Data will be incorporated into Riskified's fraud prevention services that will be provided to (a) Dollarama, (b) Riskified and its affiliates (c) and Riskified's other clients. Riskified and its affiliates will use the Riskified Customer Data to provide fraud prevention services and will not disclose Riskified Customer Data to other clients. For more information about what personal information will be disclosed to Riskified and how it will be used, please see the Privacy Policy, available in the Legal Matters Section of our website at [www.dollarama.com](http://www.dollarama.com).

The balance of a Gift Card is redeemable for eligible goods in all Dollarama stores across Canada. Purchase amounts will be deducted from the balance remaining on the card, with any excess purchase price payable at the time of purchase. No physical Gift Card will be issued upon purchase; to redeem a Gift Card, user can either: (a) print a paper copy of the Gift Card and present it in-store at the time of purchase; or (b) use the Gift Card through certain virtual wallet applications, when permitted by the Gift Card. Gift Cards are not reloadable. Should a purchase exceed the balance remaining on a Gift Card, the excess will be payable by the purchaser at the time of purchase.

Gift Cards cannot be used to purchase physical or virtual gift cards. Gift Cards cannot be redeemed online. Gift Cards do not expire and are not subject to dormancy fees and cannot be used to make a payment on a credit account. All gift cards are in Canadian dollars.

The balance of a Gift Card is not redeemable for cash or refundable, except as required by law. Returns for purchases made with this Gift card are subject to Dollarama's Return, Exchange and Refund Policy, available in the Terms of Sale that are found in the Legal Matters section of the Dollarama website.

To find out the balance of your Gift Card, or for other questions relating to your Gift Card you can use the "Contact Us" link on Dollarama's website ([www.dollarama.com](http://www.dollarama.com)).

## 6. ACCOUNT, SECURITY AND PHISHING

You may need to have an account in order to benefit from or use certain portions or features of the Sites. If you decide to set up an account for a Site ("**Account**"), to save billing information on a Site, you must maintain the security and confidentiality of your Account and password and restrict access to your personal devices.

You are solely responsible and liable for any use or misuse of your Account, your billing information and your Gift Card. Dollarama is under no obligation to verify the identity of the users of the Account and may rely on the authority of any person accessing the Account. You shall proceed to change your password forthwith if you know or suspect that your Account and password confidentiality has been breached. Dollarama may not be held liable for any damages, charges or expenses arising out of or relating to any unauthorized use of your Account, your billing information or your Gift Card.

By setting up an Account, you confirm that both the electronic address provided by you and your user account (by way of push notification) are active addresses at which you agree to receive documents intended for and sent to you by Dollarama, and that the sending of a document to that address or user account creates a presumption that you have received the document. You also confirm that the information you provide us is accurate, complete and true and you understand that you have the responsibility of reviewing and updating your information to keep it accurate, complete and true.

Dollarama will never send you unsolicited email asking you to provide personal information, including but not limited to requests to validate or restore your Account. You are responsible to verify the legitimacy of personal information requests in order to prevent phishing (fraudulent attempts to trick individuals into providing confidential information). If you receive an email referring to or allegedly coming from Dollarama that you believe is fraudulent, please forward it to us by using the “Contact Us” link on Dollarama’s website. By sending such email to Dollarama you give your consent for Dollarama to report it to the Canadian Anti-Fraud Centre or another authority with a similar mandate.

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In this section, references to Dollarama shall include Dollarama's directors, officers, employees, agents, representatives and third party suppliers.

## 9. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Dollarama and its directors, officers, employees, agents and representatives from and against all claims, damages, losses, expenses, and costs, including legal fees, arising out of your use of or access to the Sites or your breach of the Terms of Use.

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The Sites may include certain technology and software used and provided by third parties, including without limitation with respect to the processing of payments and to geolocation. Such technology and software shall remain governed by the applicable license and terms and conditions posted by the third parties. You may also be subject to third party terms and conditions when downloading a Site from a third party platform. In the event of a conflict between the Terms of Use and those of the third party with respect to the use of the Sites, the Terms of Use shall prevail.

## 12. TERMINATION

You acknowledge and agree that Dollarama may, in its sole and absolute discretion, without notice to you, suspend or terminate your use of, or access to the Sites or to your Account, and block or prevent future access to and use of the Sites or of your Account for any reason, including if Dollarama determines that you have failed to comply with any of the Terms of Use. The provisions of the Terms of Use that by their nature are intended to survive such termination shall so survive.

### 13. GENERAL

The Terms of Use and the use of the Sites shall be governed by, and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

Regardless of where you access the Sites, both Dollarama and you agree that any dispute arising out of or relating to the Terms of Use will be exclusively brought before the competent courts of the Province of Quebec, in the district of Montreal.

If for any reason a court of competent jurisdiction finds any provision of the Terms of Use or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Terms of Use, and the remainder of the Terms of Use shall continue in full force and effect.

The Terms of Use are binding upon and will enure to the benefit of you and us and our respective heirs, successors and assigns.

Dollarama's failure to or delay in exercising its rights or remedies shall not impair or be considered as a waiver thereof at any time.

A French version of the Terms of Use is available on the Sites.