

**ATB Load & Go™ Prepaid Mastercard® Application Form**

Cardholder Agreement (“Agreement”)

Effective July 8, 2019

The following terms and conditions apply to the use of the ATB Financial Load & Go Prepaid Mastercard, and any additional or replacement card which may be issued to you from time to time in accordance with this Agreement (the “Card”). By applying and signing for the Card, you agree to, and are bound by all of the terms and conditions of this Agreement, including the Card Fees that apply to the Card, as set out in the carrier which you understand may change from time to time.

**Important Information about your Card**

**Card issuer:** Your Card is issued by ATB Financial.

**Card information:** To obtain more information about the Card, please visit [www.atb.com](http://www.atb.com) or call toll-free at 1-888-282-5678.

**Card balance:** To check the Card balance, please visit [www.atb.com](http://www.atb.com)

**No deposit guarantee insurance:** Your Card balance is not insured by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency.

**Card fees:** The applicable fees shown on the card carrier or in any notice we provide you will be charged to the Card.

Fees are non-refundable and may change from time to time. If they do, ATB Financial will tell you in advance as described in Section 22 “Amendments” section below. By using your Card after the fee changes are in place, you agree to the new table of fees. Please visit [www.atb.com](http://www.atb.com) at any time for the most up to date fee table.

**Limits:** There are limits on the amount you can spend using your Card. These are set out below. To prevent fraud, ATB Financial may increase and/or impose additional transaction or load limits from time to time. For the most current limits, please visit [www.atb.com](http://www.atb.com)

Note that ABM providers may also set their own withdrawal limits which may be lower than those set out below.

**Load Limits**

- No load minimums
- \$10,000 daily (24 hour) load amount limit
- No maximum card balance

Limit description	Amount
Maximum point of sale purchases transactions daily limit (24 hour)	\$5,000
ABM and other cash like transactions daily transaction withdrawal limit (24 hour)	\$3,000
ABM per transaction withdrawal limit	\$500

The following terms and conditions are also important and apply to your Card and form part of this Agreement:

**1. Card ownership**

The Card is our property and will remain the property of ATB Financial at all times. We will allow you to use the Card and to continue using it as long as you comply with the terms of this Agreement. ATB Financial may, at any time and for any reason, refuse to issue a Card to you, refuse to allow you to use the Card or Card balance, or request that you return or destroy the Card at any time and for any reason. You agree to return or destroy the Card immediately in accordance with our request, if we ask you to.

**2. Card restrictions**

Your Card, your Card balance or any other record relating to the Card:

- is not a deposit
- does not earn interest
- does not establish a separate deposit account or any other account held by ATB Financial

Your Card is not a credit card or a charge card and won't impact your credit rating.

Your Card (or Card number) CANNOT be used:

- For a “cashback” transaction where a merchant charges you an amount greater than the price of the goods or services purchased
- For any fraudulent, illegal or unlawful purposes, including the purchase of goods or services prohibited by applicable local law in some countries
- After the Card's valid thru date
- Under a false name or if you pretend to be someone else
- To go over your Card balance for any transaction or cash withdrawal.
- To obtain cash from any financial institution that processes cash advances on Mastercard prepaid cards
- To draw on available Card balance by cheque

**3. Card activation/registration**

Your prepaid Mastercard card arrives activated but your account must have funds loaded on your Card before being able to use it. A PIN will be provided to you by ATB separately from your Card. Your online account allows you to check your balance and transactions, and report unauthorized transactions. You can also get your balance, review recent transactions and obtain your PIN by calling us at the toll-free number indicated on the first page of this agreement.

**4. Loading your Card**

You can load your Card at ATB online through the bill pay function or through another financial institution's online banking bill pay option. Once we have confirmed the money loaded on your Card and that amount is added to your existing Card balance, if any, and after we have deducted any applicable Card fees, you will have access to those funds. Funds are loaded in real time when using ATB's online bill payment system but we can't commit to load times through other channels. Please visit [www.atb.com](http://www.atb.com) to check your current Card balance at any time.

**5. Use of the Card**

You agree to use the Card and the Card balance, as long as we permit you to and in accordance with this Agreement. You must not assign, sell, transfer or lend the Card, Card balance or this Agreement to anyone.

Subject to the Limits noted in the table above, you may use the Card, which is enabled for chip, PIN and contactless payment, for the following transactions:

- To pay for goods and services wherever Mastercard is accepted as a form of payment, including (i) in person, by presenting the Card to a merchant at a point of sale (POS) terminal or in a store; or (ii) without physical presentation of the Card to a merchant (such as, by mail order, online, over the telephone or any other electronic means).
- To obtain cash from participating Mastercard enabled automated banking machines (ABM) up to the Card balance

For online transactions, we cannot guarantee that your Card will be accepted or that a transaction will be approved through any particular website because of the many different security features of various websites. Your Card may also not work at unattended terminals (like parking or pay-at-the-pump gas stations or kiosks—but your Card can be used to pay for fuel in-store).

Use of the Card is subject to all rules and customs of Mastercard and any other clearing house or provider involved in a transaction or load. The Card must not be used in a manner which would cause the transaction (i.e., the purchase or withdrawal and any applicable taxes and Card fees) to exceed, at any time, the Card balance. If your Card balance is not enough to cover an amount owed to us under this Agreement, your Card may or may not be declined.

If any transaction places your Card into a negative balance or you receive cash or a credit in error as a result of a system failure, malfunction or for any other reason, you agree to reimburse us for any amount owing to us immediately upon demand.

If we allow you to go into a negative balance on the card, you must immediately repay the amount owed and we may recoup the amount owed to us against any funds you load on the Card or against any other account in your name at ATB Financial.



If you do not repay the amount to us within 30 days, you agree that we may share your information and Card usage with consumer reporting agencies.

You do not have the right to stop the payment of any transaction you made using your Card. We are not liable to you if we don't allow certain transactions, regardless of our reason or if we allowed a transaction but you have not received the goods or services from the merchant or the goods or services are not in accordance with your expectations. We also reserve the right to prevent your Card or Card number from being used if we suspect unauthorized or improper use of the Card or Card number or for certain types of transactions as determined by us, including transactions connected to internet gambling.

#### 6. Split payments

To make a purchase that is greater than the balance on your Card, let the merchant know in advance that you want to split the payment. Some merchants may not accept multiple forms of payment or split payments using two prepaid cards. Tell the merchant the amount available on your Card and use a second form of payment, such as a credit card, debit card, cash or cheque, to cover the difference. You will need to know the available balance on your Card because merchants cannot check it for you. You can check your balance online at [www.atb.com](http://www.atb.com) or call toll-free at 1-888-282-5678.

#### 7. Expiry/replacement cards

Your right to use the funds that are loaded on the Card will not expire but your Card expires on the last day of the month shown on the Card (the "valid-thru date"). Do not use your Card after the valid thru date. If you have used your Card within the last 12 months, regardless of balance a replacement Card will automatically be sent to you 60 days prior to the expiry date. If you do not receive a replacement Card and would like one, please contact us at 1-888-282-5678. We will send you a replacement Card to the address you provided to us at no additional cost.

#### 8. Lost or stolen cards

You must notify ATB Financial immediately by calling our toll-free number at 1-888-282-5678, which is available seven days a week:

- if your Card is lost, stolen or missing;
- if you suspect your Card is lost or stolen; or
- if you suspect someone else knows your PIN or is using your Card or our Card number.

We will immediately cancel your Card upon notice from you and will not allow your Card or Card number to be used for any other transactions. You will not be liable for any unauthorized use of the Card or your Card number that occurs after you have notified us that your Card, Card account information, or Security Credentials (as defined below) may have been lost or stolen. We will replace the Card and ensure the remaining balance from the cancelled Card (after all transactions have been processed) is available on your replacement Card.

#### 9. Authorizations

You are solely and completely responsible for the possession, use and control of your Card at all times. This includes all authorized transactions made and fees that apply to your Card. If you allow someone else to use your Card (or Card number), we will treat this as if you have given that person permission and you will be responsible for all transactions and fees, which will, in each case, be deducted from the Card balance.

The use of your Card to purchase goods and services from merchants constitutes a simultaneous debit from and/or demand upon the available funds on your Card. For each transaction, the full amount of each purchase or withdrawal including taxes, charges and any other fees (including Card fees) will be debited immediately from the Card balance and will reduce your available Card balance.

Transactions are authorized if you indicate acceptance of the transaction through any means acceptable to ATB Financial.

You acknowledge that once a transaction is authorized, whether or not you have received the goods or services at the time of the authorization, your Card balance will decrease by the amount of such authorization and any applicable Card fees.

You agree to pay the fees which apply to your Card. We will treat fees imposed by other financial institutions or service providers for transactions you conduct through their ABMs or terminals as transactions you have authorized. Any applicable fee will be deducted from your Card balance. If your Card balance is not enough to cover the applicable Card fees, you agree to submit payment to us on demand or reload your Card with an amount equal to or greater than the fees owing.

#### 10. Authorization holds

With certain types of purchases (such as those made at restaurants, hotels, cruise lines, car rental companies, gas stations, or similar purchases), your Card may be "pre-authorized" for varying amounts between merchants above the purchase amount to cover any estimated tips or additional expenses and your available balance will decrease by the pre-authorized amount, regardless of whether you receive goods or services at that time. In these cases, your transaction will not be allowed if your Card balance is not enough to cover the entire pre-authorized amount (the transaction amount plus the additional amount). A pre-authorization places a temporary 'hold' on a specific amount of your Card balance until the merchant sends us the correct amount of the final transaction. We will however, only charge your Card for the correct amount of the final transaction, and will release any excess amount once the transaction is complete.

#### 11. Charges made in Foreign Currency

Your Card balance is in Canadian dollars but you can use your Card for a transaction in a different currency (a "Foreign Currency"). If you use your Card for a transaction in a currency other than Canadian dollars, the Foreign Currency transaction will be converted into Canadian dollars before it is posted on your Card Account. The amount of your transaction will be converted to Canadian dollars at the conversion rate established by MasterCard International Inc. ("MCI"). For purchases and cash advances, that rate is set at the time the transaction is presented for payment to MCI. For credits to the Card Account, that rate is set at the time the credit is presented for payment to us from MCI. When the transaction is posted to your Card Account, in addition to the conversion rate, you will be charged the foreign currency conversion fee noted in the fee table you received with your card in the mail. That foreign currency conversion fee will be added to the amount of the foreign currency transaction after the foreign currency has been converted to Canadian dollars. For any reversals of these Foreign Currency transactions, the exchange rate will be determined in the same manner described above on the date the transaction is reversed.

#### 12. Pre-authorized payments/recurring automatic transactions

You are responsible for all pre-authorized payments set up using your Card, including any pre-authorized payments charged to the Card after this Agreement has ended or your Card is cancelled. If a Card is cancelled or this Agreement is terminated, you must notify any merchants who have authorization to charge transactions to the Card of the Card cancellation as well as review your transaction history to determine if the pre-authorized payments have in fact been discontinued.

#### 13. Transaction verification

You are responsible for obtaining and retaining paper receipts or records of each transaction (including, point of sale, ABM and value reloads) for which you use your Card and for ensuring that your Card balance and the transaction record is accurate. You can view your account information, transaction history and your current Card balance at any time by visiting online banking at [www.atb.com](http://www.atb.com) or by calling us toll-free at 1-888-282-5678. You must notify ATB Financial of any discrepancy, error or omission relating to your transaction history within thirty (30) days of the transaction being posted. If you do not, we will deem the transaction or fee as final, except for any amount credited to your Card balance in error. In such case, ATB Financial will be released by you from any claims in respect of the transaction and no claim may be made by you against ATB Financial.

#### 14. Website and availability to communication channels

Although considerable effort is made to make our website and other operational and communication channels available to you around the clock, we do not warrant these channels will be available and error free at all times.

You agree that we will not be responsible for temporary interruptions in service due to maintenance or website changes or failures, nor shall we be liable for extended interruptions due to failures beyond our control.

#### 15. Refunds and merchant/ABM provider disputes

If you authorized a transaction using your Card, you must settle any disagreement, dispute or claims, including merchandise returns, directly with the merchant or ABM operator, as applicable. Keep your Card and purchase receipts as you may be asked to show them in order to process the refund or return.



You acknowledge and agree that ATB Financial is not responsible for resolving disputes you may have with merchants or ABM operators and cannot, in the event of a dispute, reverse transactions made using the Card or for any issue relating to the transaction.

Returns and refunds are subject to the merchant's policies or applicable law. If you are entitled to a refund for any reason, you agree to accept the refund policy of the specific merchant with whom the original purchase was made. Refunds may be in the form of a credit to your Card, cash refund or in-store credit at the discretion of the merchant. We will not be liable if a merchant or other service provider (including an ABM operator) does not give you a credit, imposes any additional charges, will not accept your Card or takes any other action. If you are entitled to a refund, we will increase the balance available on your Card, unless the merchant provides a cash refund or credit voucher.

If you obtain a refund for a transaction in a Foreign Currency, you acknowledge that the charge and the refund for the prior related Foreign Currency purchase may not exactly balance due to exchange rate and currency fluctuations.

#### 16. Security Credentials

ATB Financial may issue you a PIN, password or other security credentials ("Security Credentials") or provide other Card information to enable you to use the Card issued to you in accordance with this Agreement.

ATB Financial will provide you with information on how to change your PIN and/or other Security Credentials and will provide you with information on how to change the Password. You may, from time to time, change the PIN and/or other Security Credentials applicable to your Card in accordance with our procedures as then in effect; however, such change will only be effective once it has been inputted into our or our agent's systems.

#### 17. Care and control of Card information, PIN, password and other Security Credentials

You are responsible for the care and control of the Card, Card number, three-digit security code, Security Credentials and other Card account information. If someone uses your Card or Card number, Security Credentials and other Card account information to obtain the benefits of your Card, you will be fully responsible for any transactions and fees in connection with such use, whether or not the transaction was made by you and you release us from any claim or liability whatsoever that you may have against us or them with respect to the use of that Security Credential.

You agree to take the following steps to safeguard and secure your Card and Card number:

- Immediately sign your Card as soon as you receive it.
- Memorize your PIN instead of keeping a written record of it.
- Keep your PIN and Security Credentials strictly confidential and never disclose it to anyone.
- Keep your Security Credentials and other Card information separate from your Card at all times.
- Select a Security Credential that is not easily determined by others (Security Credential based upon a birthday, phone number, social insurance number, address, etc. must not be used).
- Take reasonable steps to protect your Security Credentials, Card number, three-digit security code, and other Card account information from your Card from loss, theft or misuse.
- Do not allow any other person to use your Card.

#### 18. Unauthorized use

You will not be liable for any unauthorized use of your Card, Card number or Security Credential, provided that the following conditions are satisfied, as determined by ATB Financial in its discretion:

- You have exercised reasonable care to safeguard your Card, Card number, account information and your Security Credentials against loss, theft or other unauthorized use (including complying with the safeguards set out in Section 17 above) and have not voluntarily disclosed your Security Credentials or otherwise contributed to the unauthorized use of your Card, Card account information or Security Credential; **and**
- You have reported to us that your Card, Card account information, or Security Credential has been lost or stolen immediately after becoming aware of it (together these conditions, the "**Zero Liability Conditions**").

In the event the Zero Liability Conditions are not satisfied and for ABM transactions or other transactions where your PIN is used, you will be liable for the full amount of any such transactions and all applicable fees.

You must co-operate fully in any investigation with respect to any loss. If we later determine that you authorized a transaction, we may reverse any credit provided to you and you will be liable for the transaction and any fees.

#### 19. Cancellation/suspension

You may cancel your Card by providing notice to ATB. We may require any cancellation to be done in writing.

If you do not comply with this Agreement or we determine you are using your Card for a fraudulent purpose or for any other reason, we may suspend or cancel your ability to use your Card. We may also take steps permitted by law to enforce our rights under this Agreement without prior notice to you and you will pay all legal fees and expenses incurred. If a Card is cancelled or suspended:

- ATB may inform businesses honouring the Card that it has been revoked or cancelled; and
- You must notify any service providers who have authorization to charge transactions to the Card or using the Card number of the Card cancellation. Although the Card may be cancelled, you will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card.

#### 20. Termination

ATB Financial may, at any time, terminate this Agreement and your ability to use your Card if we suspect possible fraud or suspicious activity, for security reasons or for any other reason.

If this Agreement is terminated:

- You must immediately destroy or return the Card to us if we request you to do so.
- You must notify any service providers who have authorization to charge transactions to the Card of the Card closure.
- You will continue to be liable for your obligations under this Agreement, including for any pre-authorized payment arrangement(s) which may still be charged to your Card.

#### 21. Remedies

Upon the termination, cancellation or suspension of this Agreement or Card, and in addition to anything else contained in this Agreement, we may do any one or more of the following:

- Cancel your Card, in which case your Card must be destroyed in accordance with our instructions;
- Stop accepting value loads and transactions made with your Card deduct from the Card balance the amounts necessary to satisfy any or all outstanding amounts owing by you to ATB Financial under this Agreement; and/or
- On demand, require you to pay all amounts owing to ATB Financial for which the Card balance was not sufficient.

Cancellation or suspension of your Card or the termination of this Agreement will not affect your obligation to pay all amounts owing to ATB Financial. However, we will reimburse to you, by crediting your ATB account or by issuing a cheque to you, any remaining Card balance less outstanding fees and such other amounts required by applicable law.

#### 22. Amendments

ATB Financial may amend or modify this Agreement or replace this Agreement with another Agreement at any time.

If we increase a fee or add new fees, we will let you know by sending a written notice to you by mail or email to the most recent address we have for you at least 30 days before the changes take effect. We will also post a notice of these changes on our website [www.atb.com](http://www.atb.com) at least 60 days before the changes take effect. Any changes made to the Agreement will take effect on the date indicated in the notice.<sup>1</sup>

You shall be deemed to have accepted such amendments or modifications if any Card is used after the effective date of such notice.



### 23. Personal information collection, use and disclosure

ATB collects, uses and discloses personal information as necessary to verify your identity and eligibility for a Card, process your transactions and load funds, communicate with you about this Agreement and your use of the Card, to detect and prevent fraud and other unlawful activity, to administer and enforce this Agreement, and for other purposes as permitted or required by law. The information that ATB collects for these purposes includes your name and contact information, date of birth, banking or other payment information, and information about your Card transactions and your Card balance. By applying for and using your Card, you consent to ATB's collection, use and disclosure of personal information as described in this section and otherwise in accordance with ATB's Privacy Statement available at [www.atb.com](http://www.atb.com) for your reference. For more information regarding ATB's use of service providers outside of Canada see our Out of Canada Service Provider's Statement at [www.atb.com](http://www.atb.com) under the "Privacy & Security" section. If you have any questions or require further information about the collection, use or disclosure of your personal information, you may write to [privacyofficer@atb.com](mailto:privacyofficer@atb.com) to contact ATB's privacy officer.

### 23. GENERAL

#### 23.1 Assignment

ATB Financial may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information about you and the Card to anyone who we assign our rights provided they agree to maintain confidentiality.

#### 23.2 Notices and change in address

Unless you have consented to receive electronic notices, any notice required to be provided to you at law or under this Agreement (the "Notice") will be sent to you by regular mail. If you have elected to receive Notices electronically, any Notices provided by electronic means will be considered to have been given and received on the date on which the email advising you of the availability of the electronic Notice was sent or posted.

Any Notice will be sent to the mailing address (or email address), as the case may be, last provided to ATB Financial as indicated in our records. You agree to immediately notify us of any change in your mailing or email address or any other personal information you provided to us.

#### 23.3 Errors

We may unilaterally correct any errors without notice to you.

#### 23.4 Waiver

If we fail to exercise, or delay in exercising, any of our rights under this Agreement or if we waive our rights on any given occasion it shall not be considered a waiver of any of our rights at any time on any other occasion.

#### 23.5 Severability

If any portion of this Agreement shall for any reason be deemed to be invalid or unenforceable by a court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force and effect.

#### 23.6 Entire agreement

This Agreement is the entire agreement between you and us relating to the Card and supersedes any other agreement between you and us relating to the Card.

#### 23.7 Limitation period

Where permitted by applicable law, the limitation period with respect to actions in debt under this Agreement will be six (6) years from the later of the dates that the default occurred or ought to have been discovered by ATB Financial.

#### 23.8 Limitation on liability

We shall not be responsible for any defect in, or the quality safety, delivery, legality or any other aspect of, any goods or services obtained from a merchant by use of the Card, nor for any losses resulting from and disclosure by you of a Card, Card account information, or Security Credential.

Under no circumstances will ATB Financial be liable for any damages (including any special, indirect incidental, punitive or consequential), any loss of profits and revenues:

- resulting from the use, or in connection with, a Card or this Agreement;
- if any merchant or ABM operator refuses to accept the Card or Card number, or for any other problems you might have with any merchant or ABM operator, including as a result of an equipment failure or in circumstances where an electronic terminal where you are making a transaction does not operate properly;
- if you cannot use the Card for any reason, whether or not within our control;
- if, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- if the ABM bank or merchant you are trying to obtain cash from does not have enough cash or refuses to, or is unable or unwilling to, accept your Card;
- if you suffer damage, loss or inconvenience in circumstances where you are not able to use your Card because of a failure, error, malfunction, technical problem or equipment belonging to another company providing services to you on our behalf or with an ABM; or
- if access to your Card has been blocked after you reported your Card lost or stolen or if we have reason to believe the requested transaction is unauthorized or fraudulent.

These limitations apply to our acts and omissions and those of any other person who acts on our behalf under this Agreement, whether or not the act or omission gives rise to a cause of action in contract, tort, statute or any other legal doctrine.

#### 23.9 Choice of law and jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein, and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

#### 23.10 Interpretation

The headings to each section of this Agreement are added for convenience only and do not change the meaning or affect the interpretation of any provision of this Agreement. When we refer to this Agreement or other agreements or documents, we are referring to this Agreement and those other agreements or documents as they may be amended, replaced or supplemented from time to time.

#### 23.11 Survival

Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities or any other provision which by its nature is intended to survive, shall survive the termination of this Agreement.