

# ATB Financial® MasterCard® Personal Cardholder Agreement (“Agreement”)

Effective November 23, 2016

## 1. INTRODUCTION

### 1.1. Definitions

In this Agreement, the words:

**ATB** means Alberta Treasury Branches, operating as ATB Financial®.

**Authorized User** means a person to whom a Card has been issued under the Card Account at the request or authorization of a Primary Cardholder.

**Billing Period** means, for a particular Statement, the period ending on the Statement Date shown on that Statement and beginning the day after the Statement Date of the previous Statement.

**Card** means the ATB Financial MasterCard card issued by ATB pursuant to license by MasterCard International Inc., and any additional or replacement cards which may be issued to you from time to time including, without limitation, any device deemed to be an ATB Financial MasterCard card which you can use to incur charges on the Card Account.

**Cardholder** means each Primary Cardholder and each Authorized User.

**Card Account** means the ATB Financial MasterCard account that we have opened for and in the name of the Primary Cardholder(s).

**Card Carrier** means the document accompanying the Card when we issue it to a Cardholder that discloses important information regarding the Card Account.

**Cash Advance** means an advance of cash (if authorized) obtained through use of, or in connection with, a Card or a Cheque including cash withdrawals from an automated banking machine and cash like transactions such as balance transfers, money orders, wire transfers, traveler’s cheques and gambling transactions (including betting, off track betting, race track wagers, casino gaming chips and lottery tickets).

**Charges** means all amounts posted or charged to the Card Account with or in connection with a Card, or Cheque or both, or in connection with a Cash Advance, including but not limited to all amounts posted or charged in connection with the purchase price of goods and services, all costs, fees, service charges and any other amounts payable under this Agreement and under the Rate and Fee Schedule. For the US Dollar MasterCard only, all Charges will be posted to the Card Account in US dollars.

**Cheque** means a MasterCard Cheque issued to you at your request to access the Card Account.

**Debt** means all obligations, indebtedness and liabilities of any kind whatsoever which any Cardholder incurs under this Agreement or under the Rate and Fee Schedule or in connection with the use of any Card or the Card Account, including without limitation, all Charges posted to the Card Account and all interest accruing or owing thereon.

**Primary Cardholder** means each person who applied for the Card, who is liable to repay the Debt and in whose name the Card Account has been opened.

**Purchases** mean goods or services (or both) obtained by a Cardholder from any merchant honouring the Card.

**Rate and Fee Schedule** means the ATB Financial MasterCard Disclosure Statement and Rate and Fee Schedule that is sent with the Card when we issue the Card. The Rate and Fee Schedule forms part of this Agreement and may be amended from time to time by ATB. A copy of the Rate and Fee Schedule is provided with each Card and can also be obtained by calling 1-888-282-5678.

**Security Credential** includes a PIN, password or other Cardholder security credential.

**We, our, and us** refer to ATB.

**You, your or yours** means each Cardholder. If this includes more than one person or entity, “you” means each one of you.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms used in this Agreement and not defined above are defined elsewhere in this Agreement.

### 1.2. General Terms

**You agree to, and are bound by, all of the terms and conditions of this Agreement if:**

- a) you retain a Card after receipt of this Agreement; or
- b) if a Card is accepted, used or allowed to be used in any manner; or
- c) if the Card Account is used.

**If you do not want to be bound by this Agreement (and provided none of the actions set out in a), b) or c) has occurred), all Cards must be immediately cut through the magnetic stripe (and if the Card has a chip, must also be cut through the chip) or otherwise destroyed and returned to us at ATB Financial MasterCard P.O. Box 21063, Calgary, Alberta, T2P 4H5.**

If applicable, this Agreement replaces any Agreement previously provided to you for the Card Account, your Card or a Cheque. However, the promises you made and consents you gave in your application for the Card continue to apply.

All Cardholders are bound by this Agreement except that only Primary Cardholders are liable to repay the Debt to ATB, including all Debt incurred by any Authorized User. If there is more than one Primary Cardholder, each Primary Cardholder is jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to repay the Debt to ATB, including all Debt incurred by any Authorized User.

## 2. ACCOUNTS AND CARD ISSUANCE

### 2.1. Account Opening and Card Issuance

Subject to the terms of this Agreement, we will open a Card Account in the name(s) of the Primary Cardholder(s). We will lend money to the Primary Cardholder(s) by way of Charges to the Card Account, including, without limitation, those Charges made by an Authorized User, in accordance with the terms of this Agreement.

To access the Card Account, we will issue a Card to you and, at your request, Cheques.

Charges incurred with a Card, or otherwise by using the Card Account, by each Cardholder will be charged to the Card Account and will be Debt for which each Primary Cardholder shall be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to repay to ATB. **This means that each Primary Cardholder is responsible for all amounts owing to ATB on the Card Account, including, without limitation, Charges incurred by any Authorized User, regardless of which Cardholder incurred the Charge.**

Unless we receive prior instructions from any Primary Cardholder to the contrary, we will issue renewal and replacement Cards to each Cardholder prior to the expiry date indicated on the Card last issued to them. An Authorized User may instruct us not to issue or renew his or her own Card but may not provide instructions regarding any other Cardholder’s Cards.

### 2.2. Authority and Instructions

At our sole discretion, we may take instructions from any Primary Cardholder without the approval of any other Cardholder and we may treat each Primary Cardholder as a designated agent for the other. If we permit, any Primary Cardholder may authorize additional Cards to be issued to additional Cardholders or the closure of the Card Account without notice to any other Cardholder. We may limit the number of Cards issued on the Card Account.

### 2.3. Credit Limit

At or near the time the Card Account is opened, ATB will advise on the Card Carrier of the maximum aggregate amount of Debt that may remain outstanding at any time in the Card Account. This amount will be the **Credit Limit** for the Card Account. The Credit Limit is shared among all Cards issued on the Card Account.

If a Primary Cardholder has consented, we may increase the Credit Limit. The Primary Cardholder(s) may request ATB to change the Credit Limit at any time; however, we are not required to do so. You acknowledge that we may decrease the Credit Limit at any time and for any reason (whether you are in default or not) without notice to you.

The current Credit Limit is shown on each monthly Statement.

We may also limit the portion of your Credit Limit that may be used for Cash Advances. If you have reached the limit we have set for Cash Advances, we may, at our discretion, not allow you to draw further Cash Advances until you make payments that, in accordance with the manner in which we apply payments under this Agreement, reduce the portion of the outstanding Debt that relates to Cash Advances. You may also have a daily limit for Cash Advances that may be withdrawn from an automated banking machine (**ABM**). These limits may be adjusted from time to time by us without notice to you.

Merchants may require that certain Purchases be pre-authorized. In such case, your available credit will decrease by the pre-authorized amount, regardless of whether you receive goods or services at that time.

Cards must not be used in a manner which would cause the unpaid balance of the Card Account to exceed, at any time, the authorized Credit Limit of the Card Account in effect at such time, unless we or our authorized agent approve the particular transaction. Although we are not required to, if we have permitted you to exceed the authorized Credit Limit of the Card Account, the Primary Cardholder(s) must pay on demand the amount that exceeds the Credit Limit and any over limit fee we may charge. The Primary Cardholder(s) remains liable for all Debt whether or not it exceeds the Credit Limit.

### 2.4. Security Credentials

ATB may issue you Security Credentials or provide other Card Account Information to enable you to use the Card issued to you to make Purchases and obtain Cash Advances on the Card Account in accordance with this Agreement.

At or near the time the Card Account is opened, a Primary Cardholder must advise us of the password to assign to the Card Account (the **Account Password**). We may, at our discretion, issue a separate password to any Cardholder (each a **Cardholder Password**), which will enable each Cardholder to access the Card Account as is permitted under this Agreement.

ATB will also provide you with information on how to change your PIN and/or other Security Credentials and will provide the Primary Cardholder(s) 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 and the Primary Cardholder(s) may, from time to time, change the Account Password or a Cardholder Password, in either case, upon notice to us and 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.

### 2.5. Care and Control of Card Information, PIN and, Password and other Security Credentials

Protecting the security of the Card and Card Account is very important. Each Cardholder is responsible for the care and control of the Card, Card number, three-digit security code, Security Credentials and other Card Account information. Subject to paragraph 7.2 below, if someone uses your Card or Card Account, Security Credentials and other Card Account information to obtain the benefits of your Card, the Primary Cardholder(s) will be fully responsible for all Debt incurred in connection with such use (whether or not such Debt was

incurred 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 safeguards in securing your Card and Card Account:

- Keep your Security Credentials strictly confidential;
- Keep your Security Credentials, and other Card Account 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); and
- Take reasonable steps to ensure that no unauthorized persons know your Security Credentials, Card Number, three-digit security code, and other Card Account information including while you key in your PIN or provide password(s).

### 2.6. Cheques

At your request ATB may provide Cheques to you which can be used to draw against the Card Account. You must ensure that the Cheques are kept in a secure location and shall immediately notify ATB if the Cheques are lost or stolen. Each amount drawn against the Card Account by using a Cheque will be treated as a Cash Advance.

A stop payment on a Cheque is not permitted. ATB reserves the right to refuse to honor any Cheque and to refuse any request to provide Cheques at any time. All unused Cheques shall be returned to ATB upon demand.

## 3. CHARGES, INTEREST AND FEES

### 3.1. Use of Card

Prior to the expiry date embossed on the Card, you may use the Card and Cheques, as applicable, to charge to the Card Account:

- the amount of all Purchases made using the Card Account; or
- a Cash Advance.

If you make a bill payment from your Card Account at an ATB Branch or using a Cheque, or if permitted by ATB, at an ABM or via ATB's online service, such payment will be treated as a Cash Advance. Bill payments made by pre-authorized charges to your Card Account or via a merchant's website on the Internet will be treated as Purchases.

Cards may be used either by a Cardholder presenting the Card to a merchant, or without physical presentation of the Card to a merchant (such as by mail order, internet, telephone or any other electronic means) and in any such case, the Cardholder will be deemed to have entered into the transaction as if the Cardholder physically presented the Card.

ATB will record all transactions (Purchases and Cash Advances) related to the use of, or in connection with, a Card or Cheque, or both, as well as all applicable interest, service charges, fees, credits, and adjustments relating to such Card or Cheque on the Card Account. **All transactions posted to the Card Account, other than payments, credits and certain adjustments, shall constitute a charge to the Card Account.**

Goods or services which have been obtained with the Card may not be returned for a cash refund.

A Card must only be used by the Cardholder in whose name it has been issued. You agree that each transaction made on the Card Account will be only for personal purposes. The Card must not be used for any illegal, improper or unlawful purpose. **ATB reserves the right to refuse authorizations for any transactions from time to time without advance notice if we suspect unauthorized or improper use of the Card or Card Account.**

### 3.2. Interest Grace Period and Interest Charges

#### 3.2.1. Interest Grace Period

Interest accrues on Purchases, Cash Advances and fees from (and including) the date each such Charge is posted to the Card Account. If the entire balance on a particular Statement is paid by the payment due date shown on that Statement (**Payment Due Date**) ATB will waive the interest charges on those Purchases and fees (other than fees associated with Cash Advances) which appear on that Statement for the first time. However, if the entire balance of a Statement is not paid by the Payment Due Date for that Statement, interest on Purchases and fees will not be waived and will be charged from (and including) the date each Purchase transaction or fee is posted to the Card Account.

Interest is never waived for transactions which are Cash Advances (including Cheques and Balance Transfers) or their associated fees.

#### 3.2.2. Interest

In this Agreement **New Balance** means the total of any previously billed Charges (including all accrued interest thereon) that are shown as a "previous balance" on the Statement, **plus** the total of any new Charges on the Statement including Cash Advances, Cheques, Purchases, interest charges, fees and any other new Charges on the Statement that have not been previously billed.

Interest will be charged as follows:

- a) if you pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged only on:
  - (i) Cash Advances (including Cheques and Balance Transfers) and their associated fees from (and including) the date the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement); and
  - (ii) all other Charges (including all accrued interest thereon) shown on the Statement which also appeared on the previous Statement,

and in both cases will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary even after we have obtained judgment.

b) if you do not pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged on:

- (i) Cash Advances (including Cheques and Balance Transfers) and their associated fees, from (and including) the date the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement);
  - (ii) Purchases, fees and other Charges which appear on your Statement for the first time from (and including) the date each transaction or amount is recorded on the Card Account (as indicated by the post date on the Statement); and
  - (iii) all other Charges (including all accrued interest thereon) shown on the Statement,
- and in all circumstances, will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary even after we have obtained judgment.

Interest is calculated daily by:

- a) multiplying the total daily interest bearing balance comprised of Purchases, fees other than fees associated with Cash Advances, and charges on the Card Account at the end of each day by the annual rate of interest for Purchases in effect for that day and dividing that by the actual number of days in a year; and
- b) multiplying the total daily interest bearing balance comprised of Cash Advances (including Balance Transfers and Cheques) and their associated fees, on the Card Account at the end of each day by the annual rate of interest for Cash Advances in effect for that day and dividing that by the actual number of days in a year.

For each Statement, to determine the amount of interest owing we add together all of the interest charges for each day in the Billing Period in respect of that Statement, calculated as set out above. Although interest is calculated daily, it is only added to your Charges as of each Statement Date at the applicable rate depending on the type of transaction.

The initial annual interest rates that will be used to calculate the interest charges under this Agreement will be the rates shown on the Card Carrier and in the Rate and Fee Schedule. We explain in the next section how your annual interest rates may change. The current annual interest rates will also be disclosed on each Statement and in the current version of the Rate and Fee Schedule.

Where you do not pay the entire New Balance in full by the Payment Due Date, interest will be compounded monthly on the Statement Date. This means that the amount of any outstanding unpaid interest will be added to your Charges and will accrue interest at the rate and in the manner applicable to the Charges in respect of which it was incurred.

#### 3.2.3. Changes to Interest Rates

The annual interest rates that apply to the Card Account may change from time to time in accordance with this Agreement and as described in the Rate and Fee Schedule. As described in the Rate and Fee Schedule, the applicable annual interest rates that apply to the Card Account (for Purchases and Cash Advances) may increase from a preferred rate to a standard rate (if applicable), or from a standard rate to a default rate, if you do not pay at least the Minimum Balance Due by the Payment Due Date shown on your Statement. In such case, the increased annual interest rate shown in the Rate and Fee Schedule will apply until you have paid at least the Minimum Balance Due by the Payment Due Date for the required number of Billing Periods indicated in the Rate and Fee Schedule.

We may make changes to the standard, preferred or default interest rates that apply to the Card Account at any time. We will provide you advance notification of any interest rate changes if required by law.

Notwithstanding any other provision of this Agreement, if the annual interest rate that applies to the Card Account is based upon ATB's prime lending rate then:

- a) the annual interest rate that applies to the Card Account will change automatically without prior notice upon a change to ATB's prime lending rate; and
- b) such change will be effective on the first day of the Billing Period during which the change to ATB's prime lending rate occurred.

### 3.3. Charges Made in Foreign Currency

#### For all Cards except the US Dollar MasterCard

All Purchases and Cash Advances (except Cheques) made in a currency other than Canadian dollars effected through the use of a Card will be converted into Canadian dollars, before they are recorded on the Card Account. The currency will be converted based upon the conversion rate set by MasterCard International Inc. (**MCI**) at the time the foreign transaction is presented for payment to MCI. In addition, a foreign currency conversion fee set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount for both Purchases and Cash Advances. Additionally, for Cash Advances, cash advance fees (as disclosed in the Rate and Fee Schedule) will be charged to the Card Account and will be displayed separately on the Statement.

If you receive a credit to the Card Account for a Purchase made in a foreign currency, before it is recorded on the Card Account, it will be converted into Canadian dollars based upon the conversion rate set by MCI at the time the foreign transaction is presented to us for payment by MCI. In addition, a foreign currency conversion fee as disclosed in the Rate and Fee Schedule will be charged by us on the converted amount.

In either case, the conversion rate that is used when the transaction is posted to the Card Account may be different than the conversion rate in effect on the date of the transaction or credit. As a result, for a credit transaction made in respect of a prior related foreign transaction, the Canadian dollar amount that is credited to the Card Account may not be the same as the Canadian dollar amount that was originally posted to the Card Account. In addition, the conversion rate disclosed on the Statement on the date the transaction is posted to the Card Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The rate (which shall include both the conversion rate and ATB's foreign currency conversion fee) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Card Account will be disclosed on the Statement for the period in which the foreign currency transaction was conducted.

If you use a Cheque to draw against the Card Account denominated in a currency other than Canadian, we will convert the currency into Canadian dollars, before the transaction is posted on the Card Account, based upon the conversion rate set by us at the time the Cheque is posted to the Card Account. In addition, a foreign currency ATB MasterCard cheque fee set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount.

#### For the US Dollar MasterCard

All Purchases and Cash Advances (except Cheques) made in a currency other than US dollars, and any credits received to the Card Account for a Purchase made in currency other than US dollars, will be converted into US dollars on the same basis and using the same principles as described above. The foreign currency conversion fee as disclosed in the Rate and Fee Schedule will also be charged on the converted amount on the same basis and using the same principles as described above.

#### 3.4. Pre-authorized Payments

Each Primary Cardholder will be responsible for all preauthorized payments charged to the Card Account, including pre-authorized payments charged to the Card Account by any Authorized User and including pre-authorized payments charged to the Card Account after this Agreement has ended, a Card is cancelled or your Card Account is closed. If a Card is cancelled or your Card Account is closed, you must notify any merchants who have authorization to charge transactions to the Card Account of the Card cancellation or account closure. Although a Card may be cancelled or a Card Account may be closed, each Primary Cardholder will continue to be liable for any pre-authorized payment arrangements which may still be charged to the Card Account. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Card Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued. Depending on your agreement with the merchant, we may not, however, be able to discontinue the pre-authorized payments.

#### 3.5. Other Charges

The Primary Cardholder(s) must pay all fees that apply to the Card Account as set out in this Agreement, including in the Rate and Fee Schedule. For US Dollar MasterCard only, all fees are charged in US dollars. We may change the fees that apply to the Card Account at any time. We will provide you advance notification of any fee changes if required by law.

#### 3.6 Balance Transfers

A balance transfer (a **Balance Transfer**) occurs if we have approved the transfer to your Card Account of all or part of an outstanding balance owing by you on a credit, charge account or loan with another credit card issuer, creditor, or financial institution designated by you (the **Payee**). Balance Transfers are subject to your available Credit Limit. If a Balance Transfer exceeds your available credit, it may not be processed. You cannot instruct a stop payment on a Balance Transfer.

A Balance Transfer is charged to your Card Account as a Cash Advance and is subject to interest at your current Cash Advance annual interest rate from (and including) the date the amount is recorded on the Card Account (as indicated by the post date on the Statement) and any applicable fees indicated in the Rate and Fee Schedule.

You can request a Balance Transfer by calling us or through ATB's online service. You can also request Cheques for use with Balance Transfers and then make a Balance Transfer by using one of those Cheques. If a Primary Cardholder or Authorized User asks us to make a Balance Transfer, you authorize us to verify the status and balance of such other account. We will process Balance Transfers within 3 to 5 business days of the request being received; however we cannot control when the Payee will credit your account with them (that is, your account with whom you have the outstanding debt). You will still be responsible for paying any amounts you owe to the Payee both before and after we add the Balance Transfer to your Card Account. We are not responsible for any charges that may be imposed by the Payee as a result of paying the Balance Transfer on your behalf, any delays with respect to paying the Balance Transfer or for any other matters related to such other account with the Payee.

#### 3.7 Promotional Offers

From time to time we may offer annual interest rates at a reduced rate for a temporary period of time and applicable to some of the balances (such as Cash Advances) on your Card Account. We will explain the terms and conditions of any such promotional offers at the time that we make such offers available to you. If you accept that promotional offer by taking the required steps, then you agree that the terms of this Agreement still apply to that offer, except to the extent modified by the terms and conditions of the promotional offer.

When you use a Cheque or request a Balance Transfer to take advantage of a promotional offer, you will be charged up to 2% of the amount of each Balance Transfer and each Cheque that you write. The fee will be charged to you at the same time that the Balance Transfer or Cheque is posted to your Card Account.

When the term of the promotional offer ends, or if you do not comply with (i) the terms of the promotional offer; or (ii) any of your payment obligations under this Agreement, you will lose the benefit of the promotional offer and the accompanying reduced interest rate and all of the terms of this Agreement will apply. In addition, in either of the circumstances set out in (i) or (ii), interest will accrue at the applicable interest rate that is disclosed in the promotional offer, which will be a rate that is disclosed in the Rate and Fee Schedule (but may not be the rate that presently applies to your Card Account). Please read the promotional offer materials carefully so that you understand the terms and conditions of any promotional offer. We may choose not to take away the benefit of the reduced promotional rate; our decision to do so will depend upon our credit risk policies at the time and how they apply to your Card Account.

## 4. STATEMENTS

#### 4.1. Statements

ATB will prepare a periodic billing statement (**Statement**) for the Card Account. A Statement will be issued every month, which depends on the billing cycle, however, ATB will

not provide a Statement for a Card Account in which there has been no activity that month and nothing is owing on the Card Account or if there is a credit balance as at the last day of the Billing Period (**Statement Date**), unless otherwise required by law. If Statements are issued in consecutive months, such Statements shall be issued between four to five weeks after the prior issued Statement unless a change of billing date has been requested by the Primary Cardholder(s). You are responsible for ensuring that you receive a Statement each month and for notifying us if you do not receive a Statement. If you receive your Statement by mail and if there is a postal strike or other disruption affecting mail delivery, one of the Primary Cardholders must contact ATB monthly to obtain Statement information. You must pay at least your Minimum Balance Due by the Payment Due Date for each billing cycle, even if your monthly Statement is late or if you don't receive it at all.

#### 4.2. Statement Verification

You will review each Statement and you must notify ATB in writing of any discrepancies, errors, or omissions with respect to any information contained in the Statement or any entry or transaction posted to it within 30 days from the Statement Date, failing which the Statement (except any amount that has been credited to the Card Account) will be deemed to be conclusively correct and complete and will be binding upon you. In such case, ATB will be released by you from any claims in respect of the Statement and no claim may be made by you against ATB for any item disclosed on the Statement.

## 5. PAYMENTS AND APPLICATION OF PAYMENTS

#### 5.1. Minimum Balance Due

The Primary Cardholder(s) must make a minimum monthly payment by the Payment Due Date for each Statement in an amount at least equal to the Minimum Balance Due.

The **Minimum Balance Due** for each Statement will be equal to:

- (a) \$10.00 plus all outstanding interest and fees on your Card Account; plus
- (b) Any amount that exceeds the Credit Limit or Any amount that is overdue, whichever is greater.

However, if the New Balance on the Statement is less than \$10.00, it must be paid in full by the Payment Due Date.

Any amounts which exceed the Credit Limit must be paid immediately (whether or not a Statement disclosing the excess has been provided).

You may lose the benefit of any lower annual interest rate promotional offers in which you are participating if you do not pay the Minimum Balance Due by the Payment Due Date for any Statement.

From time to time, we may advise the Primary Cardholder(s) that the requirement to pay the Minimum Balance Due is waived. In that case even though the Primary Cardholder(s) are not required to make a payment for that Billing Period, interest at the annual interest rate(s) applicable will continue to apply.

All amounts owed to ATB under this Agreement must be paid in Canadian currency, unless your Card is a US Dollar MasterCard in which case all amounts owed to ATB under this Agreement must be paid in US currency.

#### 5.2. Applying Payments

Payments will be credited to the Card Account when received and cleared by us. Payments may not automatically adjust the available Credit Limit. This generally occurs within one to three business days following receipt and clearing of payment, depending on how the payment is made. If a payment is received by us after our normal business hours, or on a non-business day, that payment will be treated as if it were received on the next business day.

Payments will be applied towards the payment of the New Balance on the Card Account (unless you are otherwise notified by us). Payments will be allocated to the different types of Charges on your Card Account in the following order:

- (a) first to interest charges;
- (b) then to creditor insurance;
- (c) then to any annual or monthly fees, overlimit fees, Cash Advance fees and any other fees;
- (d) then to Balance Transfers;
- (e) then to Cash Advances (including Cheques);
- (f) then to Purchases; and
- (g) then to disputed items.

If you have paid more than your New Balance, we will apply the extra payment to Charges that have not yet appeared on your Statement, but which have been posted to your Card Account, in the following order (unless you are otherwise notified by us):

- (a) first to Purchases;
- (b) then to Balance Transfers;
- (c) then to other Cash Advances (including Cheques);
- (d) then to disputed items; and
- (e) then to Cash Advance fees and any other fees.

If different annual interest rates apply to any of these different types of Charges, payments will be allocated first to the type of Charges with the highest annual interest rate and then to the other types of Charges in descending order based on their annual interest rates (meaning that payments are applied to Charges with the highest interest rate first and Charges with the lowest interest rate last).

If you have a credit on your Card Account, that credit will be used towards future Charges posted to the Card Account in the order that they are posted, until the credit is used in full.

### 5.3. Credits

Credits issued to you by any merchant in respect of Purchases will be credited to the Card Account when received by ATB and will affect the daily interest bearing balance only when the transaction has been posted to the Card Account. If ATB does not receive the credit advice prior to the time the related charge is included in a Statement, the Primary Cardholder(s) must make the payment based on the balance shown on the Statement without consideration of the credit. If interest has been charged as a result of a transaction prior to receipt by us of the credit, we will not refund the interest charged.

Although we are not obligated to do so, if we credit the Card Account, all of your rights and claims in respect of the credit are automatically assigned to us. In such cases, you agree to execute any documents we may reasonably require in relation to such assignment.

### 5.4. Credit Balances

We do not pay interest on credit balances. You acknowledge that credit balances are not deposits and are therefore not insured by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency.

We will comply with applicable unclaimed property laws which may require us to forward unclaimed funds to government authorities after a certain period of time.

## 6. LIABILITY

### 6.1. Liability for Debt

Subject to paragraph 7.2, **each Primary Cardholder is jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for all Debt charged to the Card Account no matter how it is incurred, or who has incurred it and even if:**

- (a) It is incurred by any other Cardholder, including any Authorized User;
- (b) It is incurred through unauthorized use of a Security Credential, Card, Card Number, three-digit security code, and other Card Account information.
- (c) The Debt exceeds the Credit Limit;
- (d) Statements are sent only to one Primary Cardholder and not to each Primary Cardholder;
- (e) It is incurred by any additional Cardholder who has been authorized by any Primary Cardholder with or without notice to any other Primary Cardholder; or
- (f) A Card is used before its valid date or after its expiry date.

## 7. CARDS

### 7.1. Account and Card Ownership

All Cards remain the property of ATB at all times. ATB may request the return of and replace a Card at any time. You cannot assign or transfer to any party the Card, the Card Account, or this Agreement.

### 7.2. Unauthorized Use

If a Card, Card Account information, Cheque, or Security Credential is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling our toll-free number at 1-888-282-5678. You will not be liable for any unauthorized use of the Card or your Card Account that occurs after you have notified us that your Card, Card Account information, Cheque, or Security Credential may have been lost or stolen.

In addition, the Primary Cardholder(s) will not be liable for Purchases or Cash Advances or Cheques charged to your Card Account incurred as a result of unauthorized use of your Card, Card Account information, Cheque or Security Credential, provided that the following conditions are satisfied, as determined by ATB in its discretion:

- (a) you have exercised reasonable care to safeguard your Card, Card Account information, Cheques and your Security Credentials against loss, theft or other unauthorized use (including complying with the safeguards set out in Section 2.5) and have not voluntarily disclosed your Security Credentials or otherwise contributed to the unauthorized use of your Card or Card Account; **and**
- (b) You have reported to us that your Card, Card Account information, Cheque, or Security Credential has been lost or stolen immediately after becoming aware of it.  
(these conditions, the **Zero Liability Conditions**).

Unless otherwise prohibited by law, in the event the Zero Liability Conditions are not satisfied, the Primary Cardholder(s) will be liable for unauthorized Charges that occurred on the Card Account before you have notified us that your Card, Card Account information, Cheque, or Security Credential may have been lost or stolen, as follows:

- (a) if Purchases or Cash Advances, other than those drawn using your PIN or other Security Credential at an ABM, are charged to your Card Account as a result of unauthorized use of a lost or stolen Card, each Primary Cardholder will be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for all Debt on the Card Account resulting from such unauthorized use up to a maximum of \$50.00;
- (b) if any Cheques that we have provided to you are lost or stolen, each Primary Cardholder will also be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for all Debt incurred; and
- (c) each Primary Cardholder will be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for the full amount of any unauthorized Cash Advances.

### 7.3. Cancellation/Suspension

A Primary Cardholder may cancel any Card and the Card Account by providing notice to ATB. We may require any cancellation to be done in writing. ATB has the right at any time at

its sole option and discretion, without notice to anyone, to cancel any Card and to cancel or withdraw all rights or privileges in respect of the Card and the Card Account.

If the Debt outstanding on a Card Account exceeds the Credit Limit, ATB may, but is not required to, suspend use of the Card and Card Account until such time as the Debt for the Card Account is within the Credit Limit.

If a Card is cancelled or suspended:

- (a) You will cease to be entitled to the Card benefits;
- (b) All Cards shall immediately be returned to ATB;
- (c) ATB may inform businesses honouring the Card that it has been revoked or (d) cancelled;
- (e) Each Primary Cardholder shall continue to be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder for all Debt charged to the Card Account incurred through the use of any such Card or Cheques made prior to the time the Card and Cheques are returned to ATB; and
- (f) You must notify any service providers who have authorization to charge transactions to the Card Account of the Card cancellation. Although an account may be closed, the Primary Cardholder(s) will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.

The rights of ATB in this section 7.3 are in addition to the rights of ATB upon a Default Event.

If a Card is cancelled or suspended, ATB shall not be liable for, and you release ATB from, any loss, costs, or damages due to Card privileges being cancelled.

### 7.4. Optional Features and Benefits

Different types of Cards may come with different features. Some of these features are available at an additional cost to you. If these optional features apply to your Card Account or Cards we will send you a separate document disclosing any additional terms and conditions applicable to those features. By using the Card after receipt of those additional terms, you agree to be bound by those terms (as may be amended from time to time). In such case, you may not refuse to pay us any amount charged to the Card Account for such benefits or services.

Third parties independent of ATB may provide some or all of its optional features and in such cases, ATB is not liable for them in any way. We are not liable for any service or benefit not directly supplied by us and any disputes with any party providing such service or benefit must be settled directly with them.

### 7.5. Use of your Card at Merchants and Merchant Locations

If you have a disagreement or dispute with a merchant in respect of a Purchase made on the Card Account, or with respect to any right to set off or compensation, you must settle your dispute directly with the merchant. In these circumstances, you are still required to pay all amounts owing on your Card Account even if you have a problem with a merchant.

You acknowledge and agree that ATB is not responsible for resolving disputes you may have with merchants and cannot, in the event of a dispute, reverse Purchases made on the Card Account without the merchant's credit voucher.

## 8. TERMINATION AND DEFAULT

### 8.1. Default Events

Each of the following shall be a **Default Event**:

1. The Primary Cardholder(s) fails to pay the Minimum Balance Due for a Statement on or before the applicable Payment Due Date or otherwise fails to make any payment when due under this Agreement;
2. Any Debt is not paid when due;
3. Any Primary Cardholder becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or
4. You are otherwise in default of any provision of this Agreement or any other agreement you, or any one of you, may have with ATB.

### 8.2. Termination

This Agreement may be terminated at any time by a Primary Cardholder by giving 10 days' written notice of termination to ATB.

ATB may terminate or suspend the Agreement if a Default Event occurs or for any other reason without notice to you.

If this Agreement is terminated by either you or ATB:

- a) All Debt (whether posted to the Card Account or incurred but not yet posted), including without limitation, accrued service and interest charges must immediately be paid to ATB, together with any interest on all such amounts calculated at the annual rates of interest payable under this Agreement;
- b) Your benefits, services and coverages will automatically end;
- c) We are not obligated to advance any further funds or credit to you; and
- d) You must notify any service providers who have authorization to charge transactions to the Card Account of the account closure. Although an account may be closed, the Primary Cardholder(s) continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.

### 8.3. Remedies

Upon a Default Event occurring, the termination of this Agreement (whether for a Default Event or otherwise), or the cancellation or suspension of the Card Account, and in addition to anything else contained in this Agreement, we may do any one or more of the following:

- a) Withdraw funds from any accounts any Primary Cardholder holds with us, including any joint accounts, the amounts necessary to satisfy any or all outstanding Debt;
- b) Cancel all Cards, in which case all Cards and Cheques must be returned to ATB; and
- c) On demand, require the Primary Cardholder(s) to pay the amount of all legal expenses, costs and disbursements, (including legal expenses of both our internal and external legal counsel) that we incur in collecting or attempting to collect any payment owing to us and/or to enforce any security that we may have taken to secure your obligations under this Agreement.

Cancellation or suspension of a Card, a Card Account or the termination of this Agreement will not affect the obligation of the Primary Cardholders(s) to pay all amounts owing to ATB.

## 9. AMENDMENTS

### 9.1. Amending Agreement

ATB may amend or modify this Agreement, including the Rate and Fee Schedule, from time to time upon subsequent notice to the Primary Cardholder(s), unless advance notice is required by law.

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

ATB may at any time amend any service or privilege available or offered, or may at any time add or terminate any such service or privilege.

## 10. PERSONAL INFORMATION COLLECTION, USE AND DISCLOSURE

Your request for or use of ATB products and or services is your acknowledgement that ATB will collect, use and disclose your Personal Information in accordance with ATB's Collection, Use and Disclosure Statement (**Privacy Statement**), which we provide to the Primary Cardholder. Details of ATB's commitment to protecting our customers' privacy are set out in ATB's Privacy Code. A copy of ATB's Privacy Statement and Privacy Code can be obtained at [www.atb.com](http://www.atb.com), from an ATB branch, or by calling 1-888-282-5678.

If you are an Authorized User you acknowledge that we may share your Personal Information with the Primary Cardholder for the purposes described in the Privacy Statement. If you are a Primary Cardholder, you acknowledge that we may disclose to an Authorized User information about transactions made by such Authorized User without prior notice to you.

ATB uses service providers in the United States of America for the purpose of administering your Card Account, including certain rewards or other loyalty programs that we may offer in connection with your Card Account. If you require further information about the collection, use or disclosure of your personal information, you may contact ATB's privacy officer, at (780) 408-7588.

## 11. GENERAL

### 11.1. Assignment

ATB 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 Account to anyone who we assign our rights provided they agree to maintain confidentiality.

### 11.2. Notices and Change in Address

If there is only one Primary Cardholder, ATB will send Statements, each Card Carrier and any other notice to be given to you under this Agreement (**Notices**) to the Primary Cardholder. If there are two or more Primary Cardholders, each Primary Cardholder hereby consents to the provision of Statements, Card Carriers and Notices only to the Primary Cardholder that is listed first in your application for the Card (the **Designated Primary Cardholder**), or otherwise as required by law. You can change the Designated Primary Cardholder by notifying us at any time. A Primary Cardholder who is not the Designated Primary Cardholder can make a request to receive Statements, Card Carriers and Notices by notifying us at any time.

Unless you have consented to receive electronic Notices, each Statement, Card Carrier or other notice will be sent by regular mail and will be deemed to have been received by the addressee on the fifth day following the date of deposit by us of the Statement, Card Carrier or Notice at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery. In such case, one of the Primary Cardholders must contact ATB monthly during such strike or disruption to obtain Statement information to enable you to meet the payment obligations under this Agreement and to keep your Card Account in good standing.

If you have elected to receive Notices electronically, any Notices (Statements, Card Carriers or other 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.

Each Statement, Card Carrier and Notice will be sent to the address(es) (or email address(es), as the case may be) last provided to ATB as indicated in ATB's records. The Primary Cardholder(s) agree to immediately notify ATB of any change of address of any Cardholder. If a Primary Cardholder has elected to receive Statements or other Notices online, ATB will provide you with Statements and other Notices electronically through our online service. We will notify you by email when new electronic statements or other electronic Notices are available for viewing online. Terms and conditions for accessing ATB's online service will apply to any such access.

Any notice to be provided to ATB under this Agreement must be directed to ATB's address appearing on the last Statement.

### 11.3. 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.

### 11.4. Severability

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

### 11.5. Limitation Period

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

### 11.6. Limitation on Liability

We shall not be responsible for any defect in, or the quality of, any goods or services obtained from a business by use of the Card or Cheque, or both, nor for any losses resulting from and disclosure by you of a Card, Card Account information, or Security Credential.

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

- a) resulting from the use, or in connection with, a Card or this Agreement;
- b) if any business refuses to honour the Card, does not accept Cheques, or for any other problems you might have with any business; or
- c) If a Card is not honoured or accessible.

### 11.7. 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 you agree to submit to the jurisdiction of the courts of the Province of Alberta.

A court in the Province of Alberta is only able to grant a judgment in Canadian dollars, even if the dispute is regarding your US Dollar MasterCard. For US Dollar MasterCard Primary Cardholders, if you owe us a Debt in US dollars and we obtain a judgment against you in an Alberta court, the judgment will be to pay us an amount in Canadian dollars in satisfaction of that US dollar Debt. The judge will use an exchange rate in place on the date of the judgment to determine the amount due to us in Canadian dollars. If on the date that you actually pay us, the amount of the judgment in Canadian dollars is no longer equivalent to the Debt that was due in US dollars because the exchange rate has changed, you promise to pay us the difference.

### 11.8. Headings

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

### 11.9. Contact Number

The Primary Cardholder(s) may make inquiries about your Card Account by calling toll-free **1-888-282-5678**.

### 11.10. Language

This Agreement and all related documents have been drafted in the English language at the express request of the parties. Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.



**ATB Financial**



**ATB** Financial