

ATB FINANCIAL® MASTERCARD® PERSONAL CARDHOLDER AGREEMENT (AGREEMENT)

Effective May 1, 2008

1. INTRODUCTION

1.1. Definitions

In this Agreement, the words:

ATB means Alberta Treasury Branches, operating as ATB Financial.

Card means the ATB Financial MasterCard 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 Account means an ATB Financial MasterCard account.

Card Carrier means the document accompanying your Card when we issue it to you that discloses important information regarding your Card Account.

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.

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

Rate and Fee Schedule means ATB's written statement of the interest rates, fees and other charges under this Agreement and in respect of the use of a Card. The Rate and Fee Schedule may be amended from time to time by ATB. A copy of the Rate and Fee Schedule will be provided with each Card and can also be obtained at www.atb.com or by calling 1-888-ATB (282) 5678.

We, our, and us refer to ATB.

You, your or yours includes each person who has signed or submitted an ATB MasterCard application, whose name is on the Card Account or to whom a Card is issued. If this includes more than one person or entity, "you" means each one of you. **You** are also referred to as a **Cardholder**.

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 provided to you for the Card Account, your Card or a Cheque.

In consideration of ATB agreeing to extend credit to you, all of you, individually and together, are liable to ATB for all obligations, indebtedness and liabilities of any kind whatsoever which you incur 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 (collectively the **Debt**).

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 your name(s). We will lend money to you in your name(s) by way of Charges to the Card Account in accordance with the terms of this Agreement.

To access the Card Account, we will issue a Card and MasterCard Cheques (**Cheques**) to you.

Charges incurred with a Card will be charged to the Card Account by every Cardholder and will be a Debt for which you shall be jointly and severally (and in Quebec solidarily) liable. **This means that each of you is responsible for all amounts owing to ATB on the Card Account, regardless of which of you incurred the charge.**

Unless we receive prior written instructions from you 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.

2.2. Authority and Instructions

If we permit, we may take instructions from any one of you without the approval of the others and each of you confirm you are designated agent for the other without further authorization. If we permit, any one of you may authorize additional Cards to be issued to additional Cardholders or the closure of the Card Account without notice to all of you.

2.3. Credit Limit

At or near the time the Card Account is opened, ATB will advise you 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. We may, in our sole discretion, change the Credit Limit from time to time by providing notice to you. The current Credit Limit is shown on your monthly Statement. You may request ATB to change the Credit Limit at any time, however, we are not required to do so.

Merchants may require that certain Purchases be pre-authorized. In such case, your available credit will decrease by the preauthorized 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. Although we are not required to, if we have permitted you to exceed the authorized Credit Limit of the Card Account, you must pay upon demand the amount that exceeds the Credit Limit and any over limit fee we may charge.

2.4. PIN and Password

ATB may issue you a personal identification number (**PIN**) to enable you to use the Card.

At or near the time the Card Account is opened, you must advise us of the password to assign to the Card Account (the **Password**).

ATB will also provide you with information on how to change your PIN or Password. You may, from time to time, change the PIN or Password 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 PIN and Password

Protecting the security of the Card and Card Account is very important. You are responsible for the care and control of the Card, PIN and Password. Subject to paragraph 7.2 below, if someone uses your Card or Card Account and PIN or Password to obtain the benefits of your Card (either because you intentionally disclosed it to them or otherwise), you will be fully responsible for all Debt incurred in connection with such use (whether or not such Debt was incurred by you). If the PIN or Password is used by any unauthorized person (either because you intentionally disclosed it to them or otherwise), then you release us from any claim or liability whatsoever that you may have against us or them with respect to the use of that PIN or Password. You agree to:

- Keep your PIN and Password strictly confidential;
- Keep your PIN and Password separate from your Card at all times;
- Select a PIN or Password that is not easily determined by others (a PIN or Password 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 PIN or Password, including while you key in your PIN or provide your Password.

2.6. Cheques

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.

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

3. CHARGES, INTEREST AND FEES

3.1. Use of Card

Between the validity date and 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
- an advance of cash (if authorized) obtained through use of, or in connection with a Card or a Cheque including 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) (collectively, a **Cash Advance**)

If you make a bill payment from your Card Account at an ATB Branch, or if permitted by ATB, at an ABM or via www.atbfinancialonline.com on the Internet, 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 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 use of the Card or Card Account.**

3.2. Interest Grace Period and Interest Charges

3.2.1. Interest Grace Period

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 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 will not be waived and will accrue from (and including) the date the Purchase transaction is recorded on the Card Account.

Notwithstanding the foregoing, interest is never waived for Purchases or Cash Advances or other Charges related to the use of, or in connection with, a Preferred Variable Rate MasterCard.

Interest is never waived for transactions which are Cash Advances or for Cheques.

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 advances 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 from (and including) the date the Cash Advance, Balance Transfer or Cheque, as the case may be, 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, Cheques and Balance Transfers, in the same manner as set out in 3.2.2(a)(i) above;
 - (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.
- c) Notwithstanding the foregoing, regardless of whether you pay the New Balance in full or in part by the Payment Due Date, interest is never waived for Purchases or Cash Advances or other Charges related to the use of, or in connection with, a Preferred Variable Rate MasterCard. In such case, interest will be charged in accordance with 3.2.2(b)(i), (ii) and (iii) above.

Interest is calculated daily by:

- a) multiplying the total daily interest bearing balance comprised of Purchases, fees, 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, Balance Transfers and Cheques 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.

Where you do not pay the entire New Balance in full by the Payment Due Date, or if the Charges are related to the use of, or in connection with, a Preferred Variable Rate MasterCard, 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.

The 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 will also be disclosed on each Statement. The interest rates will be expressed as annual percentage rates.

3.2.3. Changes to Interest Rate

The interest rates may change from time to time, may vary depending on the type of Card and as set out in this Agreement. Unless otherwise specified in this Agreement or the Rate and Fee Schedule, ATB will provide 30 days notice to you of any changes to the interest rates or to the method of calculating interest. Upon the expiry of the 30 days, the new interest rate will apply and be indicated as a percent per annum on the Statement and on the Rate and Fee Schedule. If any Card is used or any Debt remains unpaid after the effective date of a change to the interest rate, you will be deemed to have agreed to the change.

Notwithstanding any other provision of this Agreement, if the interest rate is based upon ATB's prime lending rate then, in such circumstances:

- a) applicable rate used to calculate interest for the entire billing period in respect of a Statement is the rate in effect on the billing date of the Statement (the Statement Date) for that billing period; and
- b) the interest rate will change automatically without prior notice upon a change to ATB's prime lending rate.

3.3. Charges Made in Foreign Currency

All amounts owed to ATB under this Agreement must be paid in Canadian currency.

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. For Purchases, the currency will be converted based upon the conversion rate set by MasterCard International Inc. at the time the foreign transaction is presented for payment by a merchant or acquirer to MasterCard International Inc. In addition, an administrative premium set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount. For Cash Advances, the currency will be converted based upon the conversion rate set by MasterCard International Inc. at the time the Cash Advance is made. In addition, an administrative premium set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount. 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 MasterCard International Inc. at the time the foreign transaction is presented to us for payment by MasterCard International Inc. In addition, an administrative premium 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 credit transactions 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 administrative premium) 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, an administrative premium set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount.

3.4. Pre-authorized Debits

You will be responsible for all preauthorized debits charged to the Card Account, even those 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 an account may be closed, you 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

You must pay all fees that apply to the Card Account and the fees set out in this Agreement and the Rate and Fee Schedule. The fees may be changed or supplemented by notice to you in accordance with section 11.2.

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 or financial institution designated by you (the **Payee**).

A Balance Transfer is charged to your Card Account as a Cash Advance and is subject to interest from (and including) the date the amount is recorded on the Card Account (as indicated by the post date on the Statement).

If you ask 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 your request being received; however we cannot control when the Payee will credit your account with them (that is, your account with the Payee). 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.

4. STATEMENTS

4.1. Statements

ATB will prepare a periodic billing statement (**Statement**) for the Card Account. A Statement will be sent 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 Statement Date. 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 you.

ATB will send the Statements to any one of you and may not send a separate Statement to each of you. The Statement will be sent to the address last provided to ATB by you as indicated on ATB's records. Any communication to one of you will be deemed to be sufficient communication to all of you. Each Statement will be deemed to have been

received by you on the fifth day following the date of deposit by us of the Statement at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery, in such case, you must contact ATB monthly during such strike or disruption to obtain Statement information to enable you to make the payment obligations under this Agreement and to keep your Card Account in good standing.

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

You must make a minimum monthly payment (**Minimum Balance Due**) by the Payment Due Date for each Statement, as follows:

- (a) by making a partial payment equal to the greater of \$10.00 or 3% of the New Balance shown on the Statement; or
- (b) by paying the New Balance shown on the Statement; or
- (c) by making any payment greater than the amount in 5.1 (a).

If the New Balance on the Statement is less than \$10.00, it must be paid in full.

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

5.2. Applying Payments

Payments will be credited to the Card Account when received and cleared by us. Payments do 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 in the following order, unless otherwise notified by us:

- (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 and charges;
- (d) then to Balance Transfers;
- (e) then to other Cash Advances (including cheques); and
- (f) then to Purchases.

If you have paid more than your New Balance, we will apply the extra payment to amounts that have not yet appeared on your Statement, but which have been posted to your Card Account, in the following order:

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

In each category of charges, we apply the payment to the transactions bearing the lowest interest rate first. Promotional offers may vary the order in which payments are applied. We may change the order in which payments are applied at anytime without notice.

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, you 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.

6. LIABILITY

6.1. Liability for Debt

Subject to paragraph 7.2, **you are jointly and severally (and in Quebec solidarily) liable 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;
- (b) It is incurred through unauthorized use of a PIN number or Password;
- (c) The Debt exceeds the Credit Limit;
- (d) Statements are sent only to one of you and not to each of you;
- (e) It is incurred by any additional Cardholder who has been authorized by any one of you with or without notice to any of you; 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, Cheque, PIN or Password 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-ATB-5678.

Except where you are protected by our zero liability commitment (as described below), or unless otherwise prohibited by law, if Purchases are charged to your Card Account as a result of unauthorized use of a lost or stolen Card, you will be jointly and severally (and in Quebec solidarily) liable to ATB for all Debt on the Card Account resulting from such unauthorized use up to a maximum of \$50.00. If any Cheques are lost or stolen, you will also be jointly and severally (and in Quebec solidarily) liable to ATB for all Debt incurred before you notify us of the lost or stolen Cheques. You will always be jointly and severally (and in Quebec solidarily) liable to ATB for all Cash Advances.

Under our zero liability commitment, you will not be liable for Purchases charged to your Card Account incurred as a result of unauthorized use of your Card or Card Account, provided the following conditions are satisfied

- you have exercised reasonable care to safeguard your Card against loss, theft or other unauthorized use;
- you have exercised reasonable care to safeguard your PIN and Password as required by this Agreement;
- you have not voluntarily disclosed your PIN or Password or otherwise contributed to the unauthorized use of your Card or Card Account;
- there has not been more than one unauthorized use of your Card in the past 12 months; and
- your Card Account is in good standing.

7.3. Cancellation / Suspension

You may cancel a Card 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 cancelled;
- d) You shall continue to be jointly and severally (and in Quebec solidarily) liable 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
- e) 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, you 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 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.

8. TERMINATION

8.1. Termination

This Agreement may be terminated at any time by either party by giving 10 days' written notice of termination to the other party.

In addition, ATB may immediately terminate this Agreement, without notice, if:

- a) You fail to make any Minimum Balance Due on or before the Payment Due Date for that payment or otherwise fail to make any payment when due under this Agreement;
- b) Any Debt is not paid when due;
- c) You become insolvent or bankrupt; or a petition in bankruptcy is filed; or
- d) 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.

(Items (a) – (d) each a **Default Event**)

Upon termination of this Agreement (whether for a Default Event or otherwise):

- 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) we may withdraw funds from any accounts you hold with us, including any joint accounts, the amounts necessary to satisfy all outstanding Debt;
- c) all Cards will be cancelled and all Cards and Cheques must be returned to ATB;

- d) your benefits, services and coverages will automatically end;
- e) 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, you continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.
- f) we are not obligated to advance any further funds or credit to you; and
- g) you must pay, on demand, all expenses, costs and disbursements, which may be incurred by ATB in the enforcement of this Agreement and any security, including legal fees as between a solicitor and his own client.

Cancellation or suspension of a Card, a Card Account or the termination of this Agreement will not affect your obligation to pay all amounts owing to ATB.

9. AMENDMENTS

9.1. Amending Agreement

Subject to the relevant notice provisions required by applicable law, ATB may amend or modify this Agreement and any services fees, interest rates, Credit Limits, obligations or rights under this Agreement from time to time upon notice to you.

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 AND USE

From time to time, we will collect, use and disclose your Personal Information (as defined in the applicable personal protection legislation) in accordance with our Privacy Notice, a copy of which can be obtained at www.atb.com, or at any of our branches. In particular, we may, but are not required to:

- a) collect credit and other financially-related information (including information related to your transactions) about you which we have received from you, from service arrangements you have made with or through us, from credit bureau or personal information agent and other financial institutions, and from references you have provided to us or from any other person to the extent allowed by applicable law.
- b) use your Personal Information:
 - i. to provide you with services you request from us;
 - ii. to determine your current and ongoing financial situation for products you request from us;
 - iii. to provide such portions of your personal information as may be relevant to determining your credit worthiness to credit bureaus, personal information agents and other financial institutions; and
 - iv. to provide such portions of your personal information as may be necessary to other parties who service your account on our behalf.
- c) disclose your personal information to purchasers or potential purchasers of all or part of our business.
- d) use your Personal Information:
 - i. to promote our services to you and add your information to our client lists which we prepare and use for this purpose; and
 - ii. to promote the goods or services of third parties by disclosing your personal information to such parties solely so that they may promote their goods and services to you; and
- e) offer you promotional offers for the Card Account for a specified period of time and on specified terms and conditions, including offers that temporarily lower the interest rate on specified transactions. In such case, we will explain the terms and conditions of the promotional offer in the material provided to you. If you use any Cheques or material provided to you with the promotional offer, or otherwise take advantage of the offer, you will be bound by the terms and conditions of the offer. If the time specified in the offer ends, or if you are in default of this Agreement, (whichever occurs first), the terms of the offer will automatically end without notice to you and the terms and conditions of this Agreement regarding interest rates and payments will apply.

If you do not want us to use your information for any of the purposes listed in d) or e) above, please contact us at 1-888-282-5678.

The file containing your personal information will be held at our offices and only our employees, mandataries, agents and service providers who require it for the purposes of their duties or obligations will have access to this file. To the extent provided by applicable law, you may obtain information on (i) how to have access to the file concerning you held by us or by the personal information agent, (ii) the content of any credit report or recommendations from the personal information agent obtained by us or (iii) how to request access to and the rectification of the information held in your file by contacting 1-888-282-5678.

Some of our service providers may be located outside Canada and your personal information may be transferred outside of Canada for the purposes outlined

above. These service providers are subject to legal requirements in foreign jurisdictions applicable to those organizations, for example lawful requirements to disclose personal information to government authorities in those countries

You hereby consent to the collection, use and disclosure of your personal information as outlined herein.

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

Any notice to be given by ATB under this Agreement will be deemed effectively given if sent to the address provided by you last appearing on ATB's MasterCard records. You agree to immediately notify ATB of any change of address.

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

Pursuant to the Limitations Act (Alberta), an action in debt in the Province of Alberta must be pursued within 2 years from the time the default occurred. **Notwithstanding the foregoing, this 2-year limitation period will be extended to 6 years for the purposes of this Agreement.**

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 or PIN number or Password. Any claim or dispute between you and any business, with respect to any charge, including any right to set-off or compensation, shall be settled directly between you and the business and shall have no effect on your indebtedness to us.

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.

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

You may make inquiries about your 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.

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Where there's a way