

# ATB Alberta Mastercard<sup>®</sup>

Benefits Guide

Cardholder Agreement



**ATB**

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# No hassle. Just simple, convenient credit.

You now hold the purchasing power of an ATB Alberta Mastercard®.

**Personalize your plastic:** Add a little fun and pizzazz to your wallet! Choose from one of our many available images using MyPic®. Enroll today at [atb.com](https://atb.com).

**Contactless Payments:** Contactless technology lets you make everyday purchases quickly and safely with just a tap of your ATB Alberta Mastercard.

**Zero Liability:** Your purchases are also protected with Mastercard Zero Liability, so you won't be held responsible if you have reported your card as lost or stolen.

If you have questions, we're here to make it simple— just call us at **1-800-332-8383**.

# ATB Financial® Mastercard® Personal Cardholder Agreement

Effective October 05, 2021

This document, together with the Summary of Rates, Fees and Disclosures, makes up the **Agreement** and sets out all of the terms and conditions that apply to your ATB Financial Mastercard and your Card Account. You should read it carefully and keep a copy for your records. It's an important and useful document that outlines your responsibilities as a Cardholder and explains how your Card works, including how interest is calculated and how your payments are applied. It also details what you need to do if you think there is an error on your Statement or if your Card is lost or stolen.

While you received the Summary of Rates, Fees and Disclosures with your Card, it can (and does) change. If we change it, then we'll notify you as required by law. For a current copy of it, please visit us at [atb.com](https://atb.com)

## 1. About this Agreement

### 1.1 Glossary (Legal definitions, but not written in Legalese)

When we use a capitalized word in this Agreement, it has a certain meaning, and that meaning is explained below. "You," "your" and "yours" always mean each Cardholder, and "we", "us", and "our" always mean ATB Financial even if not capitalized. If we use a capitalized word that's not listed below, then the first time we use it in the Agreement it will be in **bold** and the meaning will be explained there.

**Authorized User** means the person we issued a Card to at the request of the Primary Cardholder.

**Balance Transfer** means a transaction which would allow you to use your Card Account to pay all or part of an outstanding balance you owe on a credit, charge account or loan at another financial institution.

**Billing Period** means the days covered by your Statement.

**Card** means any physical, digital or virtual card, card number or other device or technology that we consider to be like a Card because it can be used to incur Charges on the Card Account, that is issued in the name of or to the Cardholder, and includes any additional, renewal, or replacement cards.

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

**Card Account** means the ATB Financial Mastercard account that we opened for and in the name of the Primary Cardholder. When you use your Card you incur Charges on your Card Account.

**Cash Advance** means an advance of cash that we authorize and that you can get by using a Card or Cheque including cash withdrawals and money transfers from an ABM, a financial institution or any other place (like a casino). Cash Advance includes a bunch of other uses of your Card Account as well as "cash-like" transactions such as Balance Transfers, money

orders, wire transfers, traveler's cheques, purchase of lottery tickets (including home lottery tickets and lottery ticket subscriptions), gambling transactions (including online gambling), gaming transactions (including betting, off-track betting, race track wagers, and casino gaming chips), cryptocurrency transactions and investment transactions.

**Charges** means all amounts that get charged to the Card Account from using a Card or Cheque or from getting a Cash Advance, including the purchase price of goods and services, taxes, interest, service charges and any other amounts payable under this Agreement, including the Summary of Rates, Fees and Disclosures.

**Cheque** means a Mastercard cheque that we may issue on the Card Account at the request of the Primary Cardholder. It can be used to access the Card Account including to make Purchases.

**Credit Limit** means the maximum total amount of Debt that we'll allow you (including all Authorized Users) to borrow and that can be outstanding and unpaid at any time in the Card Account.

**Debt** means all amounts owing on the Card Account including all Charges, whether or not they have been posted to the Card Account.

**Good Standing** means that the Card Account is not past due, over the Credit Limit or suspended, and you have fully complied with your obligations under this Agreement.

**Minimum Payment Due** means the minimum amount you must pay by the Payment Due Date each month, as shown on your monthly Statement.

**New Balance** means the total amount you owe on your Card Account as of the Statement Date. It does not include the amount of any pending transactions that did not post to the Card Account by the date the Statement was prepared.

**Payment Due Date** means the date each month by which at least the Minimum Payment Due on the Card Account must be paid.

**PIN** means the 4-digit personal identification number that you use to complete transactions with your Card.

**Pre-authorized Payment** means a transaction where you give instructions and permission to a merchant ahead of time to Charge your Card Account (like for gym fees).

**Primary Cardholder** means each person who applied for the Card or was added as an additional Primary Cardholder by the original Primary Cardholder after the Card Account is opened.

**Purchases** mean transactions to purchase goods or services on your Card Account.

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

**Statement** means your periodic billing statement that lists all of the transactions made from your Card Account during the Billing Period and shows how much you've spent, paid back and continue to owe to us.

**Statement Date** means the last day of your Billing Period.

**Summary of Rates, Fees and Disclosures** means the document that summarizes the terms, conditions and fees that apply to the use of your Card and Card Account.

## 1.2 Your Agreement with Us

Once you activate your Card or use your Card Account in any other way, it means that you understand this Agreement and that you agree to everything in here. If there's anything in here that you're not sure about, you can always give us a shout and we'd be happy to explain it. **If you don't want to be bound by this Agreement, then don't use the Card or Card Account. In fact, you need to cut all of the Cards through the chip or destroy the Cards in some other way and delete any electronic version of your Card or Card information.**

If you are an existing customer, and this is a replacement cardholder agreement, this becomes your new cardholder agreement, but any separate terms that you've agreed to (like for balance transfers or promotions), and the most current Summary of Rates, Fees and Disclosures, continue to apply.

## 1.3 Responsibility for the Debt

Only the Primary Cardholder is responsible to repay the Debt to us, including all Debt incurred by any Authorized Users. If there is more than one Primary Cardholder, then any time we say "Primary Cardholder" in this Agreement, we are referring to all of them. And where there is more than one Primary Cardholder, each Primary Cardholder is jointly and severally liable with each other Primary Cardholder(s) to repay all amounts owing under this Agreement. This means that each Primary Cardholder is responsible on their own for the entire Debt, and together with the other Primary Cardholder(s) for the entire Debt regardless of who incurs the Debt.

The Primary Cardholder can incur a Debt even if:

- the Credit Limit is exceeded;
- the Card is used after its expiry date;
- the Card Account is used after it has been restricted or closed;
- Statements are sent only to one Primary Cardholder and not to each Primary Cardholder.

While Authorized Users are allowed to make transactions from the Card Account, Authorized Users are not liable for any amounts owing under this Agreement.

## 1.4 Authority and Instructions

If there is more than one Primary Cardholder, we'll consider each Primary Cardholder as having the authority to act for each other Primary Cardholder. This means that we can take instructions from any one Primary Cardholder without dealing with the others. The only exception to this is for Credit Limit increases – we need the consent of all Primary Cardholders for that.

## 2. Card Account and Card Issuance

### 2.1 Account Opening and Card Issuance

We'll open a Card Account in the name of the Primary Cardholder and issue a Card to the Primary Cardholder (one each, if there's more than one).

If the Card Account is in Good Standing, we'll issue renewal and replacement Cards to Cardholders from time to time unless any Cardholder asks us not to.

### 2.2 Authorized Users

The Primary Cardholder may add or remove Authorized Users by contacting us. We have to approve each Authorized User and we may limit the total number of Authorized Users you can add.

When an Authorized User activates their Card or uses the Card Account in any other way, the Authorized User agrees to be bound by this Agreement, except that Authorized Users will not be responsible for payment of the Debt to us.

Authorized Users may view, obtain or be provided with Card Account information, including transactions made by any Cardholder using the Card Account as well as the available credit.

Authorized Users can change their own information on the Card Account or request a replacement Card, but they don't get required legal notices or disclosures and they can't:

- give any instructions to us about the Card Account;
- ask us to issue more Cards;
- request or consent to a Credit Limit increase; or
- ask us to close the Card Account.

### 2.3 Card Ownership

All Cards belong to ATB Financial at all times. You can use the Card issued to you like it's yours as long as you remember to follow the rules in this Agreement, including that you can't assign (legally transfer) the Card, the Card Account, or this Agreement to any other person. We can ask you to return the Card to us at any time (which you must do right away).

### 2.4 Cheques

If we provide Cheques, it's your job to keep them in a safe place. If any Cheques are ever lost or stolen, you must let us know right away by calling us at 1-800-332-8383.

Don't forget that if you use a Cheque to withdraw an amount from the Card Account, it's a Cash Advance. We cannot stop payment on any Cheque you write. We have the right to refuse to honour any Cheque and to refuse any request to give you Cheques at any time. All unused Cheques must be returned to us when we ask.

### 2.5 Credit Limit

When we open the Card Account, we'll tell you what the Credit Limit is and the current Credit Limit will be on each Statement.

We can lower the Credit Limit at any time and for any reason without telling you ahead of time (even if you are in Good Standing). The Primary Cardholder can ask us to change the Credit Limit at any time. We must approve any requested increase and we will only increase the Credit Limit with permission from all Primary Cardholders.

You can't use your Card to go over the current Credit Limit. However, if we approve a transaction that makes you go over your Credit Limit (we do that sometimes, but we're not required to), the Primary Cardholder must pay us back the amount that you've gone over, as soon as we ask, plus any over limit fee that applies (check the Summary of Rates, Fees and Disclosures).

We can put limits on the portion of your Credit Limit that can be used for Cash Advances. If there's a Cash Advance limit, this is still part of the total Credit Limit for the Card Account (it's not extra or separate). You can call us at any time to find out if there's a current Cash Advance limit. We can also set a daily limit for Cash Advances made from an automated banking machine (**ABM**). We set these limits for your protection and ours and we can change those limits without telling you.

If you go over your Credit Limit, we can prevent you from using the Card and Card Account until the Debt for the Card Account is back under the Credit Limit. If you reach the Cash Advance limit, we can stop you from making Cash Advances until you make payments that reduce the portion of the outstanding Debt that relates to Cash Advances. Not all payments will be used to pay down Cash Advances (even if you ask us to apply your payment that way) – check the section below called “How We Apply Payments”.

With some kinds of Purchases (such as “Pay at the Pump” gas, hotels or car rentals), merchants may pre-authorize an amount that is more than the Purchase price. A pre-authorization places a ‘hold’ on the amount and reduces your available credit by the same amount for up to ten days (we don't have any control over the hold period), even if the Purchase price is lower or you don't receive the goods or services until a later date.

## 2.6 Security Credentials

We may provide Security Credentials or other Card Account information that allows you to use your Card and Card Account. If there is more than one Primary Cardholder, we may allow each Primary Cardholder to choose a separate password (each a **Cardholder Password**) to access the Card Account.

You can (and should) change the PIN and other Security Credentials that apply to your Card. The Primary Cardholders can also change a Cardholder Password. We'll tell you how to make these changes at the time you make the change (our procedures change some times). Changes will only be effective after we have updated our systems.

## 2.7 Protecting Your Card and 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, Cheques and other Card Account information (we'll refer to all of this as your **Card Information**). If someone uses your Card Information to use your Card or Card Account, the Primary Cardholder will be fully responsible for all Debt that results from such use, even if the Card Information is used by someone else without permission (there are some exceptions to this – check section 7 below).

You agree to take all reasonable steps to protect your Card Information against loss, theft or unauthorized use. This means that, at a minimum, you will:

- Keep your Security Credentials safe by keeping them private. Don't share them with anyone and don't allow anyone to use your Card, not even your mom or significant other. No one.
- Keep your Security Credentials, and other Card Information, separate from your Card at all times.
- Avoid choosing a PIN that can be easily guessed by others - so, don't use things like your birthday, phone number or combinations that are easy to remember, like 1-2-3-4 or 7-7-7-7.
- Memorize your PIN instead of writing it down.

### 3. Using the Card

#### 3.1 How It Works

The Card can only be used by the Cardholder in whose name it has been issued to. You agree to only use your Card and the Card Account in a legal manner and for personal purposes, and only as allowed under this Agreement.

You can use the Card and Cheques (if you have Cheques) to make Purchases or Cash Advances. These all get charged to the Card Account.

Bill payments made by pre-authorized charges to your Card Account or using a merchant's digital platform will be treated as Purchases.

You can use the Card at a merchant's point of sale or online, over the phone, any other electronic means or for mail order. In all cases, it's the same as if you presented your Card at a store.

We'll record (or "post") on the Card Account all Purchases and Cash Advances made using a Card or Cheque, as well as all other Charges, credits, and adjustments.

#### 3.2 Problems with Merchants

If you have a problem with something you bought using your Card or Card Account, unfortunately, we can't help you fix the problem and we can't reverse the Purchase without the merchant's credit voucher. You'll have to work out the issue directly with the merchant and you have to still pay all amounts owing on your Card Account while you go through that process.

### 3.3 Using Your Card for Transactions that are in a Different Currency

We may allow transactions in a currency that is different from the currency in which your Card was issued (**Foreign Currency**) but we will still bill you in the currency of your Card for all transactions. For example, for Canadian Dollar Cards, we'll post all Charges to the Card Account in Canadian Dollars and, for US Dollar Cards, we'll post all Charges to the Card Account in US Dollars.

If you use your Card for a Purchase or Cash Advance in a currency other than the currency of your Card, we'll convert those Foreign Currency transactions to your Card's currency using the rate of exchange of Mastercard International Incorporated (**Mastercard**) applicable at the time the transaction is presented to Mastercard for processing.

The Mastercard conversion rate changes regularly to reflect the foreign exchange market, but you can obtain the current rate by calling us at 1-800-332-8383. The Mastercard conversion rate included on the Statement on the date that a transaction is authorized may not be the same as the conversion rate that was in effect on the date that the Purchase, Cash Advance or credit was made.

Just so we are clear, to do the conversion, we, or our service provider, will charge you the Mastercard conversion rate PLUS a foreign currency conversion fee (**Foreign Currency Conversion Fee** – see the Summary of Rates, Fees and Disclosures). The Foreign Currency Conversion Fee will be added to the converted amount for both Purchases and Cash Advances.

If a Foreign Currency transaction is refunded to the Card Account, the amount credited will be converted into your Card's currency using the conversion rate set by Mastercard at the time the refund transaction is presented for processing, and our Foreign Currency Conversion Fee will be added to the converted amount. The Mastercard conversion rate used for the refund may not be the same rate used when the original Purchase was presented for processing, so the refund may be for a different amount than your original Purchase. In that case, you will be responsible for the difference and you agree that we are not responsible for any loss you suffer because of any rate changes.

This is really important for you to know - the rate that we use for each Foreign Currency transaction or credit that we need to convert to your Card's currency includes both the Mastercard conversion rate and our Foreign Currency Conversion Fee. The rate will be included on your Statement for the Billing Period in which the Foreign Currency transaction was conducted, so please look for it there.

### 3.4 Pre-authorized Payments

Any Cardholder can set up Pre-authorized Payments directly with a merchant. The Primary Cardholder is responsible for all Pre-authorized Payments charged to the Card Account, including:

- (a) those pre-authorized by any Authorized User;

(b) those charged to the Card Account after:

- (i) this Agreement ends;
- (ii) a Card is cancelled; or
- (iii) the Card Account is closed.

If you have set up Pre-authorized Payments and a Card or the Card Account is cancelled or closed, you have to let any merchants know. If you want to stop a Pre-authorized Payment you have to give written notice to the merchant before the payment is charged to your Card Account. Depending on your agreement with the merchant, we may not be able to stop the Pre-authorized Payments. Check your Statements to make sure the Pre-authorized Payments have actually been stopped.

Some merchants may register with Mastercard to receive automatic updates about your Card Account, like if your Card number or expiry date changes. If you want to stop merchants from getting these automatic updates, you have to contact us at 1-800-332-8383. But not all merchants register to receive this service from Mastercard, so if there are changes to your Card Account, make sure you still update merchants where you have set up Pre-authorized Payments.

### 3.5 Optional Features and Benefits

Different types of Cards come with different features some of which are available at an extra cost to you. If these optional services are available with your Card Account or Cards and you opt into the service, we will send you a separate document that tells you about any extra terms and conditions that apply to those services. If you use the Card after you get a copy of those extra terms, then you agree to be bound by those terms (including any changes made to those terms) and you cannot refuse to pay us any amount charged to the Card Account for those benefits or services.

If the benefits or services are provided by third parties and not by us, then the terms set by those third parties will apply and may be changed or cancelled with or without notice. We're not liable for third party providers in any way and, if you have any issues with anyone providing the benefit or service, you have to settle it with them directly.

### 3.6 Promotional Offers

We may make special offers to you from time to time, like promotional interest rates for a limited period of time.

Special offers will come with their own terms and conditions. If you accept an offer, the separate offer terms and conditions will apply as well as this Agreement. When the promotion expires or if the Card Account is not in Good Standing, the special offer terms will end and this Agreement will continue to apply.

### 3.7 Balance Transfers

We will only allow a Balance Transfer if there is enough available credit in the Card Account to cover the Balance Transfer and any applicable fees. You should keep in mind that all Balance Transfers are Cash Advances (meaning interest is charged at the

Cash Advance rate starting on the date of the transfer (no grace period). If we approve a Balance Transfer, the Cash Advance fee applies (check the Summary of Rates, Fees and Disclosures). But, if the Balance Transfer is approved at a promotional interest rate, then the promotional Balance Transfer fee applies instead of the Cash Advance fee (check the Summary of Rates, Fees and Disclosures). You cannot instruct a stop payment on a Balance Transfer, and even if we approve a Balance Transfer and process it quickly after we receive the request, we don't control when the receiving financial institution (called the **Payee**) will credit your account with the Balance Transfer amount. We are not responsible for any charges the Payee imposes related to the Balance Transfer, any delays in paying the Balance Transfer or for anything else that involves your account with the Payee.

## 4. Interest

### 4.1 Interest Rates

Different rates of interest may apply to different types of transactions. Annual interest rates are shown on the Summary of Rates, Fees and Disclosures, and we may offer promotional interest rates to you from time to time.

The current rates that apply to the Card Account will appear on each Statement.

#### Grace Period for New Purchases and Fees

We don't charge interest on new Purchases or fees appearing on a Statement for the first time if you pay your entire New Balance (not only your Minimum Payment Due) each month by the Payment Due Date.

This means that you will get an interest-free "**Grace Period**" on new Purchases and fees of at least **21 days** if your entire New Balance is paid in full by the Payment Due Date on your Statement.

If we don't receive payment of your entire New Balance by the Payment Due Date for that Statement, you will be charged interest on new Purchases and fees starting on the transaction date, as well as on any other Charges that appear on your Statement that weren't previously paid (including all previously accumulated interest), until you do pay off your entire New Balance.

#### Cash Advances and Charges from Previous Statement

Cash Advances and Charges are treated differently from new Purchases and fees – they never benefit from a grace period. We always charge interest on:

- (a) Cash Advances (including Cheques and Balance Transfers) starting on the date that the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement); and
- (b) all other Charges (including all accumulated interest) shown on the Statement which also appeared on the last Statement.

If interest applies, it will continue to be charged until the interest-bearing amounts are paid in full – not all payments will be used to pay down interest-bearing amounts (even if you ask us to apply your payment that way) – check the section below called “How We Apply Payments”. If necessary, interest will continue to be charged even after we get a judgment against you.

#### 4.2 How We Calculate Interest

For each day in a Billing Period, we calculate the interest owing separately for Purchases, Charges and Cash Advances by:

- (a) multiplying the total daily interest-bearing balance of each category of transactions (Purchases, Charges and Cash Advances) on the Card Account at the end of each day by the annual rate of interest for each category of transaction that’s in effect for that day (each category may have different interest rates);
- (b) for each category, dividing that amount by the actual number of days in a year; and
- (c) adding up the interest owing that day for each category (interest on Purchases + interest on Charges + interest on Cash Advances).

For each Statement, in order to figure out how much interest you owe, we add up all the daily interest charges for each day in the Billing Period. Even though interest is calculated daily, we only add it to your Charges on the Statement Date.

Interest that is charged to the Card Account will be compounded monthly. This means that if you don’t pay off all of the interest that was charged in one Billing Period, that interest will form part of your New Balance on the Statement for your next Billing Period, and you will be charged interest on that interest.

#### 4.3 Changes to Interest Rates

##### Changes from Standard and Default Rates

If you don’t pay at least the Minimum Payment Due by the Payment Due Date shown on your Statement, the annual interest rates that apply to Purchases and Cash Advances could go from a standard rate to a default rate. If this happens, the higher (default) annual interest rate shown in the Summary of Rates, Fees and Disclosures will apply until you pay at least the Minimum Payment Due by the Payment Due Date for the required number of Billing Periods indicated in the Summary of Rates, Fees and Disclosures, and then you will go back to the standard rate. When your rate changes, the new rate will take effect on the first day of the next Billing Period.

##### Changes to Prime Lending Rate

If the annual interest rate that applies to the Card Account is based on our prime lending rate, then the annual interest rate:

- (a) will change automatically (without telling you ahead of time) on the same day that our prime lending rate changes; and

(b) will apply retroactively to the first day of the Billing Period in which the change in rate occurred (this means that even if the change in rate happens in the middle of the Billing Period, the changed rate will apply to any transactions made starting on the first day of that same Billing Period).

### Changes to Applicable Interest Rates

We may change our interest rates from time to time (like change our standard rate or our default rate) and we'll let you know about those types of changes (ahead of time, if required by law).

## 5. Statements

### 5.1 Monthly Statements

We will issue a Statement every month that covers your Billing Period, but we won't send you a Statement if there hasn't been any activity on your Card Account during a Billing Period, and there's nothing owing on your Card Account.

Statements will normally be issued every 4 to 5 weeks unless the Primary Cardholder asked for a change to the Statement Date. If you don't receive a Statement, it's up to you to contact us to get the Statement information. You have to pay at least your Minimum Payment Due by the Payment Due Date for each Billing Period, even if your monthly Statement is late or even if you don't receive it.

### 5.2 Tell Us About Statement Errors

You must check each Statement carefully to make sure there are no mistakes. If you find an error you are responsible for telling us. If we don't hear from you within 30 days from the Statement Date, then we'll assume the Statement is correct and that our records are accurate (and we don't have to correct any mistakes you point out later). We always have the ability to correct any amount that has been credited to the Card Account or any errors relating to Charges that didn't appear on the Statement.

## 6. What You Owe

### 6.1 Making Payments

The Primary Cardholder must pay at least the Minimum Payment Due by the Payment Due Date for each Statement.

The Minimum Payment Due will be shown on each Statement and will be equal to:

- (a) \$10.00 plus all interest and fees on your Card Account that have not been paid yet; PLUS
- (b) any amount that goes over the Credit Limit or any amount that is overdue, whichever is greater.

If the New Balance on the Statement is less than \$10.00, then the New Balance will be the Minimum Payment Due and all of it must be paid by the Payment Due Date.

Any amounts that go over the Credit Limit must be paid right away (whether or not a Statement telling you that you went over your Credit Limit was given to you).

If you don't pay the Minimum Payment Due by the Payment Due Date for any Statement, you could lose any promotional offers that you have on your Card Account.

We may waive the requirement to pay the Minimum Payment Due for a certain Billing Period and we'll tell the Primary Cardholder ahead of time, but even if we do waive a payment, interest will continue to apply at the annual interest rate(s) and will be charged for that Billing Period.

You have to pay all amounts you owe to us under this Agreement in the currency in which your Card was issued. For Canadian Dollar Cards, all amounts you owe under this Agreement must be paid in Canadian Dollars; for US Dollar Cards, all amounts you owe us under this Agreement must be paid in US Dollars.

All payments must be made in a form that we accept – payments made by a cheque or money order must be drawn on a Canadian bank or other financial institution.

You can make payments to us at any time and when you make a payment, we will credit it to the Card Account as soon as it is processed by us. But this takes a bit of time and you have to make sure you choose a payment method that gets the payment to us on time to be credited by your Payment Due Date (some methods may take several days). You're responsible for paying on time even if there is a disruption or delay, like a postal strike or a systems outage.

If you make a payment that doesn't clear (like a bounced cheque), if we already credited your Card Account, we'll reverse the credit and you will still owe us the amount of the payment, and we'll continue to charge interest (if applicable) until it is paid.

## 6.2 How We Apply Payments

When you make a payment to your Card Account, we will apply it in a specific order, as explained in this section. For payments you make towards paying down the New Balance, first we will take the entire balance and group the Charges together into different categories (based on the interest rate that applies to them) - all items with the same interest rate (such as Purchases) will be put together in the same group. Then, starting with the category that has the highest interest rate and then to the other categories of Charges in descending order based on their interest rate (meaning that payments are applied to Charges with the highest rate first and Charges with the lowest rate last), we will distribute the payments 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 fees that are payable (like annual fees, over limit fees or Cash Advance fees);
- (d) then to Balance Transfers;
- (e) then to other Cash Advances (including Cheques);
- (f) then to Purchases; and
- (g) then to disputed items.

For each category of Charges with the same interest rate, if there is more than one transaction or Charge for any of the items above, then we will split the payment proportionally between the 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 we tell you that we will apply the extra payment in a different way):

- (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 you have a credit on your Card Account, we'll apply the credit towards future Charges posted to the Card Account in the order that they are posted, until the credit is used up.

### 6.3 Credits From Returned Purchases

If you return a Purchase that you made with your Card and the merchant issues you a credit, we will credit the Card Account for that amount. Credits will only affect the daily interest-bearing balance if the transaction was posted to the Card Account. So if we don't receive the credit before we add the related Charge to the Statement, the Primary Cardholder must make the payment based on the balance shown on the Statement, even if the balance is higher than you expected it to be because a credit is expected. If we charge interest on the Card Account because of a transaction that we later receive a credit for, we will not refund the interest charged.

Even though we don't have to, if we credit the Card Account, all of your rights and claims related to the credit are automatically assigned (legally transferred) to us. You agree to sign any documents we ask you to that relate to this assignment.

### 6.4 Credit Balances

A credit balance occurs when payments or credits made to the Card Account are more than the amount owing on the Card Account. We don't pay interest on credit balances in the Card Account because they are not "deposits". This means that they are not protected by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency that protects deposits.

If you have a credit balance in the Card Account and you don't use or access the Card Account for a period of time, it may become inactive and we may charge you an inactivity fee, as set out in the Summary of Rates, Fees and Disclosures. If the Card Account is considered to be unclaimed or abandoned under applicable unclaimed property laws, we may have to turn over the credit balance in the Card Account to the government after a certain period of time. We will give you notice of this as required by applicable law.

## 7. Use by Someone Else Without Your Permission (Unauthorized Use)

If you notice or suspect that any Card Information is lost or stolen, contact us right away by calling our toll-free number at 1-800-332-8383. Once you tell us about the loss or theft, the Primary Cardholder won't be responsible for any transactions made using the Card or Card Account without permission if those transactions happen after you tell us.

The Primary Cardholder also won't be responsible for Charges on the Card Account if someone uses your Card Information without permission, as long as we determine for ourselves that the following **Zero Liability Conditions** are met:

- (a) you used reasonable care to protect your Card Information against loss, theft, or from use by someone else without your permission (including that you followed the safeguards set out in section 2.7) and you were not part of the reason why your Card or the Card Account was used by someone else without permission; and
- (b) you told us about the loss or theft of your Card Information right away after becoming aware of it.

If the Zero Liability Conditions are not met, then for any Charges on the Card Account that take place before you tell us about the loss or theft of your Card Information, the Primary Cardholder will be responsible to us as follows:

- (a) for Purchases or Cash Advances charged to your Card Account, other than those made using your PIN or other Security Credential at an ABM, the liability for all Debt on the Card Account resulting from such unauthorized use will be up to a maximum of \$50.00;
- (b) if any Cheques that we have provided to you are lost or stolen, the liability will be for all Debt incurred using the lost or stolen Cheques; and
- (c) for Cash Advances charged to your Card Account using your PIN or other Security Credentials at an ABM and all applicable Fees for ABM transactions, the liability for all Debt on the Card Account resulting from such unauthorized use will be for the full amount.

## 8. Termination

### 8.1 Ending this Agreement

The Primary Cardholder can end this Agreement at any time by giving us written notice or by calling us at 1-800-332-8383.

We can suspend or restrict the use of any Card and the Card Account, reduce the Credit Limit, or close the Card Account at any time without telling you ahead of time, including if:

1. the Primary Cardholder fails to pay:
  - (i) the Minimum Payment Due for a Billing Period before the Payment Due Date on the Statement; or
  - (ii) any other payment when due under this Agreement;

2. any Primary Cardholder becomes insolvent or bankrupt, or a petition in bankruptcy is filed; or
3. any Cardholder doesn't comply with this Agreement or any other agreement with us.

If things aren't working out, and for whatever reason either your Card Account is suspended or cancelled or either of us (you or ATB Financial) end this Agreement:

- (a) your benefits, services and coverages will automatically end;
- (b) all Cards must be destroyed or returned to us;
- (c) we are not obligated to advance any more money or credit to you; and
- (d) you are responsible for telling anyone who you have authorized to charge transactions to the Card Account (like if you have set up Pre-authorized Payments).

Even though a Card Account may be closed, we'll still issue a Statement and this Agreement will remain in effect until the Debt is fully paid or we notify you otherwise. If there is more than one Primary Cardholder, each Primary Cardholder will continue to be jointly and severally liable with each other Primary Cardholder for all Debt, including all amounts charged to the Card Account before the Card is deactivated and any Pre-authorized Payment arrangement(s) that can still be charged to the Card Account.

## 8.2 Our Rights

If you don't keep your promises or follow the rules of this Agreement or if this Agreement ends (for whatever reason), or if we suspend or cancel the Card Account, and even though we have other rights under this Agreement, we have the right to do any one or more of the following:

- (a) deduct any amounts owed to us from any of the accounts any Primary Cardholder holds with us, including any joint accounts with others;
- (b) cancel all Cards which means you must destroy all Cards and Cheques; and/or
- (c) enforce any security that we may have taken to secure your obligations under this Agreement.

The Primary Cardholder agrees to pay, on demand, all expenses, costs and disbursements that we need to spend to enforce this Agreement. This includes any legal costs that we incur in collecting or attempting to collect any payment or amounts owed to us.

## 9. Personal Information and Privacy

We take your privacy very seriously. That's why we are so committed to protecting your personal information and keeping it private. When you ask us to send you a Card and use our products or services you acknowledge that we will collect, use and disclose your personal information as outlined in our Privacy Statement. For more details about our commitment to protecting our customers' privacy you can check out our Privacy

Code or you may reach out to a member of our privacy team at [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com). You can get a copy of our Privacy Statement and Privacy Code at [atb.com](http://atb.com), from an ATB Financial branch, or by calling 1-800-332-8383.

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, but we will not share your Security Credential with the Primary Cardholder. If you are a Primary Cardholder, you acknowledge that we may give an Authorized User information regarding the Card Account including about transactions made on the Card Account without clearing that with you first, but we will not share your personal information or Security Credential with an Authorized User.

You should also know that we use service providers in the United States of America to manage your Card Account, including for incentives or rewards programs that we may offer to you with your Card Account. For details, you can visit [atb.com/outofcanada](http://atb.com/outofcanada)

## 10. The Really Really Legal Stuff

### 10.1 Changes to this Agreement

We can change any of the terms of this Agreement any time including the Summary of Rates, Fees and Disclosures, how your Card or the Card Account works, or features that may be included, added, or removed from your Card.

If we make any changes, we'll tell the Primary Cardholder of the change after the change takes effect, unless we are required by law to provide notice of the change ahead of time. If there is more than one Primary Cardholder, we'll send this notice only to the Primary Cardholder that's listed first in your application for the Card (**the Designated Primary Cardholder**).

If the Card Account is used or any Debt remains unpaid after the date of the notice of the change, then you agree to the change which may apply to the outstanding balance on your Card Account and to new transactions.

### 10.2 Legally Transferring this Agreement to Someone Else (Assignment)

We may assign (legally transfer) our rights and obligations under this Agreement at any time to a third party, without telling you ahead of time. If we do, we may share information about you and the Card Account to anyone that we assign our rights to as long as they agree to keep the information secret and not tell anyone else.

### 10.3 Notices and Changes in Contact Information

We will send the Agreement, Statements, and any other required notices to the Primary Cardholder, or to the Designated Primary Cardholder where there is more than one Primary Cardholder. If we provide any information to the Designated Primary Cardholder, we'll assume the information will be shared with the other people that need to know. If you ever want to change the Designated Primary Cardholder, or have any communications sent to each Primary Cardholder, just

let us know and we'll take care of that. We'll always use your email address, mailing address or other contact information maintained on your Card Account, so if you move or change your contact information, make sure you let us know right away so we can update your information.

If we send you or post any information electronically, we will assume you have received it on the date on which we told you that it was sent or posted.

If we send you a paper copy of any document, we will assume you have received it on the 5th day after mailing.

We may contact the Primary Cardholder or an Authorized User using any contact information you provide (including by mail, email or text) or electronically through our digital services, to provide you with fraud alerts or other notifications about your Card Account, like if we think a transaction may be fraudulent, or if you miss a payment. We may ask you to respond to these notifications and if you don't respond, a suspicious transaction may be declined or your Card Account may be suspended until we can reach you.

Any notice that needs to be given to us under this Agreement must be directed to our address or through our electronic communications platform – you can find our contact information on your most recent Statement.

#### **10.4 Not Giving Up Our Rights**

Just because we don't do something we are allowed to do under this Agreement doesn't mean that we cannot or will not exercise those rights in a future situation, whether similar or not.

#### **10.5 Unenforceable Sections of this Agreement (Severability)**

If a court determines that any part of this Agreement is not enforceable, we'll treat that part as if it wasn't part of the Agreement but the rest of this Agreement will apply.

#### **10.6 Limitation Period**

By accepting this Agreement, you agree that the limitation period for actions in debt that can be taken under this Agreement is extended to 6 years from the date that the default should have been discovered by us.

#### **10.7 Limits on our Responsibility**

We will always try to work with you to resolve any issues you may be having with the Card or Card Account. But we will not be responsible for any problems with any goods or services you purchase from a merchant using the Card or Cheques, even if you are unhappy with the quality of the goods or services, or if they are not what you expected. We're also not responsible for any losses that happen from your use of the Card or Card Account, or because you provided someone else the Card Information.

**We will never be responsible for any damages (including damages that are legally referred to as “special, indirect, or consequential”), and any loss of profits and revenues:**

- (a) that happen because of the use of, or in connection with, a Card, Card Information, Card Account, or this Agreement;**
- (b) if any merchant refuses to accept the Card, does not accept Cheques, or for any other problems you might have with any merchant;**
- (c) if Card privileges or your Card Account is suspended or cancelled;**
- (d) if we refuse certain transactions because we suspect the Card or Card Account is being used improperly or without your permission or for any other reason; or**
- (e) if a Card is not accepted or it doesn't work properly when you try to use it.**

These limitations apply to us and to any other person who acts on our behalf under this Agreement, whether the act or failure to act gives rise to a cause of action in contract, tort, statute or any other legal doctrine.

### **10.8 Law that Applies**

If we disagree about anything in this Agreement or about your Card or Card Account, and we go to court, it will be a court in Alberta and the court will follow the Alberta law and the federal laws of Canada that apply in Alberta in deciding how to apply the rules of this Agreement to resolve our disagreement.

For US Dollar Cards, if you owe us a Debt in US Dollars and we get a judgment against you and the Alberta court grants the judgment in Canadian Dollars, you agree 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.

### **10.9 Contact Number**

For any questions about your Card Account, the Primary Cardholder can call us toll-free at 1-800-332-8383.

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