

Terms and Conditions

These Terms and Conditions form part of your application for an ATB Financial MasterCard.® In these Terms and Conditions, the words “we”, “our”, and “us” refer to Alberta Treasury Branches, operating as ATB Financial® (“**ATB**”). The words “you” and “your” refer to the Applicant (the “**Applicant**”), and any Co-Applicant (the “**Co-Applicant**”) each as identified in the application information section of this application, as well as to any Authorized User (each an “**Authorized User**”) identified in the Authorized User section of this application. If your application is approved, the Applicant and any Co-Applicant will be the primary cardholder(s) under the Cardholder Agreement.

Personal Information Collection, Use and Disclosure – ATB will collect, use and disclose your personal information in accordance with ATB’s Privacy Statement. ATB’s commitment to protecting your privacy is set out in ATB’s Privacy Code. You may obtain both documents from www.atb.com, from an ATB branch, or by calling 1-888-282-5678. Personal information is any information that identifies you as an individual. It includes information that you provide to ATB or that ATB collects from any third party. Personal Information that we collect, use and disclose to and/or from other sources may include, but is not limited to, your name, address, date of birth, gender, personal references, employment records, unique identification numbers (including social insurance number) and personal financial records including credit history. If you have provided your Social Insurance Number to ATB, it will be used as an aid to identify you with credit reporting agencies and other financial institutions to ensure the accuracy of information collected and reported and for credit data matching purposes. Any personal information in the custody and control of a third party or agent acting on behalf of ATB in another province or country is subject to the laws of that jurisdiction and may be collected, used or disclosed without your knowledge or consent where required or permitted by law. 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 have any questions about the collection, use or disclosure of your personal information, please contact ATB’s privacy officer at 780-408-7588. *You may ask us not to use your personal information to promote ATB or third party products and services or not to give your personal information to third parties so they can promote additional products and services to you. You may make this request by completing the secure online opt-out form at www.atb.com/optout, or by calling our Customer Contact Centre at 1-888-282-5678.*

Card Account – If you are the Applicant or Co-Applicant, by completing and submitting this application, you are requesting that ATB open an ATB Financial MasterCard card account (the “**Card Account**”) in your name and to issue, renew and replace from time to time, a card (the “**Card**”) to each of you and to each Authorized User, which Cards can be used to access the Card Account. If this application is approved, the Applicant and any Co-Applicant will be jointly and severally liable for all charges, indebtedness and liabilities of any kind whatsoever incurred on any Card or the Card Account, including all debt incurred by any Authorized User added to the Card Account at your request and including all interest, fees and charges due or owing to ATB under the Cardholder Agreement (as defined below). If you are an Authorized User you are requesting that ATB issue a Card to you on the Card Account of the Applicant and any Co-Applicant. Authorized Users are not liable for debt incurred on the Card Account, cannot make changes on the Card Account, and may not, unless permitted by law or authorized by the Applicant or Co-Applicant, access account information.

Cardholder Agreement – If your application is approved, you agree to abide by the ATB Financial MasterCard Personal Cardholder Agreement (“**Cardholder Agreement**”) provided to each cardholder(s) when the Card is issued, and by the terms of the Disclosure Statement and Rate and Fee Schedule which forms part of and is provided to the primary cardholder(s) with the Cardholder Agreement, each as may be amended or replaced from time to time. The Card may be returned if you do not wish to be bound by the Cardholder Agreement, but if you sign, use or accept the Card or use the Card Account in any manner, it will mean that you accept and agree to the terms of the Cardholder Agreement and the Disclosure Statement and the Rate and Fee Schedule. Please retain a copy of your completed application for your records.

Other Incentive Programs – We may from time to time offer reward or other incentive programs (the “**Program**”) in connection with the Card Account. You understand that eligibility for rewards under the Program will be subject to the requirements of the Program and you agree to be bound by the terms of the Program (to be sent by ATB to you with the Card and as may be amended or replaced from time to time) and agree that any use of the Card will signify acceptance with the terms and conditions of the Program. We reserve the right to cancel or amend the Program without notice.

Annual Interest Rates for all Cards (except Preferred Fixed Rate Card) The applicable annual interest rate may vary based on the transaction type, as set out in the summary of important information section of this application, and is based upon the payment history in connection with this Card Account, and will be determined as described below:

- (a) The Standard Rates set out in the summary of important information section of this application, that apply to your Card (the “**Standard Rate**”) will be the initial

annual interest rates. The Standard Rate will apply for the entire Billing Period for a Statement if you always pay at least the Minimum Balance Due for each Statement on or before the payment due date for that Statement;

- (b) At any time the Standard Rate applies, you will lose the benefit of the Standard Rate if, for two consecutive Billing Periods, you fail to pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, in which case, the applicable annual interest rates will be increased, effective from (and including) the first day of the next Billing Period following such second consecutive Billing Period, to the Default Rates set out in the summary of important information section of this application, that apply to your Card (the “**Default Rate**”);
- (c) At any time the Default Rate applies, the Default Rate will continue to apply until, for three consecutive Billing Periods, you pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, in which case, the applicable annual interest rates will be decreased, effective from (and including) the first day of the next Billing Period following such payment, to the Standard Rate.

Annual Interest Rates for Preferred Fixed Rate Card only: The applicable annual interest rate may vary based on the transaction type, as set out in the Summary of Important Information section of this application, is based upon the payment history in connection with this Card Account and will be determined as described below:

- (a) The Preferred Rates set out in the summary of important information section of this application, that apply to the Preferred Fixed Rate Card (the “**Preferred Rate**”) will be the initial annual interest rates. The Preferred Rate will apply for the entire Billing Period for a Statement if you always pay at least the Minimum Balance Due for each Statement on or before the payment due date for that Statement;
- (b) At any time the Preferred Rate applies, you will lose the benefit of the Preferred Rate if you fail to pay at least the Minimum Balance Due for a particular Statement on or before the respective payment due date for that Statement, in which case, the applicable annual interest rates will be increased effective from (and including) the first day of the next Billing Period to the Standard Rates, set out in the summary of important information section of this application, that apply to the Preferred Fixed Rate Card;
- (c) At any time the Standard Rates apply, the Standard Rates will continue to apply until either:
 - a. For three consecutive Billing Periods, you pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, in which case, the applicable annual interest rates will be decreased, effective from (and including) the first day of the next Billing Period following such third consecutive Billing Period, to the Preferred Rate; or
 - b. For two consecutive Billings Periods, you fail to pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, in which case, the applicable annual interest rates will be increased, effective from (and including) the first day of the next Billing Period following such second consecutive Billing Period, to the Default Rates set out in the summary of important information section of this application, that apply to the Preferred Fixed Rate Card;
- (d) At any time the Default Rates apply, the Default Rates will continue to apply until, for three consecutive Billing Periods, you pay at least the Minimum Balance Due for each particular Statement on or before the respective payment due date for each Statement, in which case, the applicable annual interest rates will be decreased, effective from (and including) the first day of the next Billing Period following such payment to the Standard Rates.

Representation – By submitting this application, you represent to us that all information supplied in the application and any future information that you provide to us is and will be correct and complete and acknowledge that we will be relying on that information in opening the Card Account and issuing the Card to you and to any Authorized Users. You acknowledge that no one else has a financial interest in the Card Account and the proceeds of the Card Account will not be used by or on behalf of any third party.

General – The information set out here and rates are in effect as of 12/14 (mm/yy) and are subject to change in accordance with the Cardholder Agreement. For current information please call toll free 1-888-282-5678.

Important Information about the Balance Transfer Promotion

The following terms apply if you have requested an optional balance transfer (“**Balance Transfer**”) on your application. Balance Transfers may not be processed until you have activated your Card.

Use of Balance Transfers – Balance Transfers cannot be used for repayment of any ATB Financial account. You cannot instruct a stop payment on a Balance Transfer.

Terms and Conditions (continued)

Limits – Balance Transfers are subject to your available credit limit. If a Balance Transfer exceeds your available credit, it may not be processed.

Balance Transfer Promotional Annual Interest Rate – If you have requested a Balance Transfer on your application, the applicable annual interest rate will be our then current promotional interest rate (“**Promotional Rate**”) and will also be disclosed on your monthly Statements. All Balance Transfers are subject to interest from (and including) the date the amount of the transfer is recorded on the Card Account until payment of such amount has been received by us and applied in accordance with the Cardholder Agreement.

The Promotional Rate will continue to apply to each Balance Transfer you requested on your application for a period disclosed on your monthly Statements (the “**Promotional Period**”). The prevailing Standard Rate for cash advances for your Card type will apply to any Balance Transfer balance remaining on your Card Account after the Promotional Period has expired. However, we may, in our discretion, adjust the Promotional Period to reflect the timing of the posting date within your monthly billing cycle.

The Promotional Period will end immediately if the Card Account is not maintained in “good standing”. Good standing means your Card Account is not overdrawn (above your credit limit) or you are not in default in any of the terms and conditions of the Cardholder Agreement. If the Card Account is not in good standing, the annual interest rate applicable to any Balance Transfer balance will be increased to the prevailing Standard Rate for cash advances for your Card type. The current annual interest rates for cash advances will be shown on your monthly Statements and on the Rate and Fee Schedule that we will provide you with the Cardholder Agreement.

Other Balance Transfers – Once your application is approved, you may also request a Balance Transfer at a later time, and from time to time we may offer you promotional annual interest rates that you can take advantage of using Balance Transfers. The terms and conditions of all such Balance Transfers are set out in the Cardholder Agreement or will be communicated to you at the time that we make you a promotional offer. Fees that apply to Balance Transfers are set out in the summary of important information section of this application and in the Rate and Fee Schedule that we will provide you with the Cardholder Agreement.

ATB Financial MasterCard® Balance Protection Plan

The ATB Financial MasterCard Balance Protection Plan (“**Balance Protection**”) is underwritten by The Manufacturers Life Insurance Company (“**Manulife Financial**”) and First North American Insurance Company (“**FNA**”), and is offered to eligible ATB Financial MasterCard Personal Cardholders on a group basis.

Eligibility – Balance Protection is optional and not a condition of credit approval. To be eligible to enroll for Balance Protection, you must be a resident of Canada, aged 18 through 64, you must have entered into a Cardholder Agreement and you must be a primary cardholder on the Card Account.

Benefits – Accidental Dismemberment Benefit – if you or your spouse, who is also a primary cardholder on the Card Account while insured, die by accidental means or sustain a bodily injury by accidental means which results directly in loss of life within 365 days of the date of such injury, Manulife Financial will pay the balance outstanding on the Card Account as at the date of death, including all in-transit retail sales and cash advances incurred prior to death but in no event more than \$25,000.

Job Loss Benefit – If you involuntarily lose your job and your unemployment continues beyond the 30-day waiting period, FNA will pay a monthly amount equal to the greater of \$10 or 5% of the new balance on your statement coinciding with or immediately preceding the date of loss. During the period when benefits are payable, additional purchases or charges will not be covered. The benefit will continue until you rejoin the work force or your new balance is paid off, up to a maximum of \$25,000. You must also be under 65 years of age and employed by the same employer for six consecutive months immediately prior to losing a permanent job to be eligible for this benefit. This benefit does not apply to self-employed persons or homemakers.

Disability Benefit – If you become totally disabled and your disability continues beyond the 30-day waiting period, then Manulife Financial will pay a monthly amount equal to the greater of \$10 or 5% of the balance of your last statement coinciding with or immediately preceding the date of loss. This benefit will continue for as long as you are totally disabled or until your new balance is paid off, up to a maximum of \$25,000. Disability resulting from abuse of alcohol or drugs will not be covered unless you are confined in a hospital or participating in a program of rehabilitation satisfactory to Manulife Financial.

Critical Illness Benefit – If you or your spouse, who is also a primary cardholder on the Card Account while insured, are diagnosed, for the first time in your life, as suffering from a stroke, a heart attack or cancer and survive this first diagnosis for at least 30 days in the case of stroke or heart attack and 90 days in the case of cancer, then Manulife Financial will pay your balance as of that date up to a maximum of \$25,000. This Critical Illness benefit will not be paid more than once.

Life Insurance Benefit – If you or your spouse, who is also a primary cardholder on the Card Account while insured, die, then Manulife Financial will completely pay off your balance as of the date of death, up to a maximum of \$25,000.

Exclusions – Benefits described may be subject to exclusions which are described in the Certificate of Insurance. Exclusions vary depending on the benefit but may limit benefits for losses due to or resulting from a normal pregnancy, dismissal with cause, voluntary resignation, normal seasonal conditions, retirement, strike, intentionally self-inflicted injuries, attempted suicide, the commission or attempted commission of a criminal offence and losses within 90 days of the commencement of coverage. Losses due to pre-existing medical conditions whether diagnosed or undiagnosed, for which medical treatment and/or consultation was received within the 6 months prior to the date insurance commences, may not be covered unless, during any 6-month period after the insurance commences, you are free of consultation and treatment. Some benefits require that you remain under the regular care and treatment of an approved doctor or psychiatrist.

Cost – Cost of coverage is \$0.99 per \$100 of your previous statement’s new balance plus applicable taxes. If your new balance is zero, you will owe nothing and will still be insured. If you enroll, your first 30 days of coverage is provided to you compliments of ATB Financial. This will give you the opportunity to receive and review the actual Certificate of Insurance. If for any reason you are not satisfied, you may return the Certificate within the first two months of your insurance commencement date, and all premiums that may have been paid by you will be refunded plus applicable taxes.

Commencement – Balance Protection coverage will commence on the first day of the month following the date we receive your request for insurance.

Cancellation – You can cancel your coverage at any time by calling Manulife Financial by calling toll-free at 1-877-362-2103.

Termination of Coverage – Your coverage will cease on the first day of month following when Manulife Financial receives your request for cancellation, your account no longer remains in good standing, you cease to be the spouse of the Covered Cardholder, you turn 65, or the date of termination of the group policy. For spouses who are also primary cardholders, your coverage will end on the date the other primary cardholder ceases to be insured.

Privacy and Confidentiality – You understand that ATB Financial, Manulife Financial, FNA, and their agents or assignees may collect, store and use the information contained in the application and any other information submitted by you, to process the application, offer and administer services and process claims. This information will be kept strictly confidential and you may request to review the information contained in your file.

General Information – ATB Financial receives compensation from Manulife Financial for processing and administering this insurance product.

Claims and Inquiries – You may obtain or submit claims forms or make other insurance inquiries by writing to: Manulife Financial, Affinity Markets, P.O. Box 4213, Stn A, Toronto, ON M5W 5M3 or by calling 1-877-362-2103.