

ATB Financial[®] Business Mastercard[®]

Cardholder Agreement



ATB

Contents

- 4 ATB My Rewards Terms & Conditions
- 8 Cardholder Agreement
- 30 Certificate of Insurance and Statement of Services
- 44 Disclosure Statement and Rate and Fee Schedule

Your business. Your business card.

There's a lot of information on the pages to come. Think of it not just as the story of your new Mastercard but also the next exciting steps for your business. If you have any questions, please don't hesitate to call us at **1-888-282-5678**.

ATB Business Cash Back Rewards Program Terms and Conditions

Effective June, 2022

1. Reward Program

These are the current terms that apply to the ATB Business Cash Back Rewards Program associated with your ATB MyBusiness Rewards Mastercard that allows you to earn a cash rebate. In these terms, “you” means the Business and Owner(s) and any capitalized words used here are defined in your **ATB Financial Business Mastercard Cardholder Agreement**. Once you activate a Card or use the Business Account in any way, this means that you accept these terms.

2. Eligibility

The reward program is automatically available to you at no extra cost as long as the Business Account is in Good Standing. There is only one cash rebate for each Business Account, even if more than one Card has been issued on the Business Account and even if you have requested one or more Cardholder Sub-Accounts. All eligible Card transactions earn the cash rebate (including all Cardholder transactions), but the cash rebate is only payable to the Business Account. If there is more than one Owner, the cash rebate will not be divided between you.

3. The Cash Rebate

3.1. The Cash Rebate

- 3.1.1. The reward program is a monthly program. As long as the Business Account is in Good Standing, the cash rebate for each month as shown on each Statement will be credited to the Business Account (this will reduce the outstanding balance on the Business Account). At your request, if your cash rebate for any given month is \$25 or more, we will deposit the cash rebate into an ATB Financial deposit account instead.
- 3.1.2. Until the cash rebate is credited to the Business Account or paid into a deposit account, it has no cash value and will not be considered to be your property for any purpose. You can select and change your preference for how the cash rebate is paid out by visiting atbmybusinessrewards.com Any Owner can designate a deposit account and change the preference for how the cash rebate is paid for the benefit of the Business. In that case we will assume that the other Owner(s) have authorized the Owner making the changes to act on their behalf and on behalf of the Business.
- 3.1.3. Once the cash rebate is paid out each month, the cash rebate balance will reset to zero (unless the cash rebate balance is negative, in which case the negative balance will carry over to the next month) and the rebate will start accumulating again on the first day of your next billing cycle. Rebate information will be shown on each Statement or you can call us toll free

at 1-800-332-8383. Check your Statements carefully and let us know within 30 days if you see any mistakes, otherwise we'll assume we got it right.

3.2. Earning the Cash Rebate

The cash rebate will be awarded at a rate of 1.00% for every \$1.00 in Purchases made while the Business Account is in Good Standing (Purchases do not include Cash Advances, credit adjustments, account fees (like annual fees), interest or other charges). The cash rebate cannot be earned after the Business Account is closed or after the Program is terminated.

3.3. Calculating the Cash Rebate

The cash rebate will be calculated each day by multiplying eligible total daily Purchases by 1.00%, rounded down to the nearest cent.

For example, if you make two Purchases on one day of \$89.99 and \$28.75:

- daily Purchase total: $\$89.99 + \$28.75 = \$118.74$
- $\$118.74$ multiplied by 1.00% = $\$1.1874$
- $\$1.1874$ rounded down to the nearest cent = $\$1.18$ cash rebate.

Your daily cash rebates are added together for each day in the month.

3.4. Posting/Adjusting the Cash Rebate

When a Purchase is made on the Business Account, the cash rebate will be posted to the Business Account and reflected on the Statement. If there's a refund (credit) transaction posted to the Business Account, a portion of the cash rebate will be deducted (also calculated based on 1.00% for every \$1.00 of the refund, or whatever the formula is at the time of the refund). If you don't have enough cash rebate accumulated for us to deduct the full amount that is due, we'll deduct the additional rebate amount from future cash rebate that you earn.

3.5. Taxes

You are responsible for figuring out all of the tax stuff – this might include declaring the total value of the cash rebate to appropriate tax authorities and paying any tax that you owe because of the rebate. We do not issue tax receipts.

4. 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 ATB's 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**. You can get a copy of our Privacy Statement and Privacy Code at atb.com, from an ATB branch, or by calling 1-800-332-8383.

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

5. The Really Really Legal Stuff

5.1. Transferring or Dividing the Cash Rebate

The cash rebate is not transferable from the Business Account to another Cardholder's account and it cannot be divided in the case of separation, divorce or dissolution of the Business. However, if a Card has been lost or stolen, any accumulated cash rebate will be automatically transferred to the new ATB MyBusiness Rewards Mastercard account.

5.2. Conversion of Rewards from Another Program

If you are enrolled in a different rewards program offered by us, you may be able to convert rewards that you have earned but not redeemed under that program to this reward program. If you would like to do this type of conversion, call us at 1-800-332-8383 and we'll let you know all of the details like the rate of conversion and whether there are any fees or restrictions.

5.3. Business Account Closure

If the Business Account is closed or cancelled (by you or us for any reason, other than because of the death of the Owner) then any cash rebate that has accumulated in the Business Account will be automatically cancelled without any additional payment or notice to you and you will not be able to redeem, transfer or convert your cash rebate after that.

5.4. Death of Owner

Upon the death of an Owner, please provide us with confirmation of the death and we'll let you know of your options, but generally, if there was only one Owner, the Business Account will be closed, and any cash rebate that has accumulated will be credited to any outstanding balance on the Business Account, and any remaining cash rebate will be cancelled without any additional payment or notice. If there was more than one Owner, the remaining Owner(s) can choose to close the Business Account and transfer the accumulated cash rebate to another card account, or leave the Business Account open and take the deceased Owner's name off the Business Account. Whatever you choose, the deceased Owner and their estate release ATB from any claims relating to the cash rebate or the closure of the Business Account.

5.5. Termination of Program

- (a) We can terminate or suspend the reward program at any time. If we do that, and the Business Account is in Good Standing, then within 60 days of the termination date we may: (i) send you a cheque, (ii) credit the Business Account, or (iii) make a deposit into the designated deposit account, in each case for the amount of the accumulated cash rebate as of the termination date.

(b) We can suspend or terminate your participation in the reward program and cancel any accumulated cash rebate (without payment or notice to you) if you have acted fraudulently, if you haven't followed these terms, or if we have a right to terminate your **ATB Financial Business Mastercard Cardholder Agreement**, and you will not be able to redeem, transfer or convert your cash rebate after that

5.6. Other

- 5.6.1. If we ever change these terms (including to change the way we calculate the cash rebate), we'll notify you if we are required to, but the current version will always be available on **atb.com**. You should check **atb.com** to make sure you are aware of the most up to date terms. If we have posted an updated version of the terms on **atb.com** we will assume that you've seen and read it.
- 5.6.2. The cash rebate is not considered your property and cannot be encumbered in any way (this means you can't use your cash rebate as collateral for a loan, for example).
- 5.6.3. If we are allowed to do something under these terms but we choose not to do it, or if we allow you to do something that you are not allowed to do, this doesn't mean that we will do the same in the future. We will always be allowed to exercise our rights under these terms and to require that you follow these terms.

®ATB Financial, the design and MYBUSINESS REWARDS™ MASTERCARD are registered trademarks.

®Mastercard is a registered trademark, and the circles design a trademark of Mastercard International Incorporated.

ATB Financiald[®] Business Mastercard[®] Cardholder Agreement for

Alberta Businesscard[™] Mastercard
 Alberta Rewards Businesscard[™] Mastercard
 Agri-Industry Businesscard[®] Mastercard
 ATB Mybusiness Rewards[™] Mastercard

Effective June, 2022

This document, together with the Disclosure Statement and Rate and Fee Schedule, makes up the **Agreement** and sets out all of the terms and conditions that apply to your Alberta Businesscard Mastercard, Alberta Rewards Businesscard Mastercard, Agri-Industry Businesscard Mastercard or MyBusiness Rewards Mastercard. You should read it carefully and also keep a copy of it for your records. It 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.

The Disclosure Statement and Rate and Fee Schedule that you received with your Card 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**

How The Business Account Works

The ATB Business Mastercard Account that is opened for and in the name of the Business is the main account and we call this the **Business Account**. It's where the money comes from when a Cardholder makes a Purchase, requests a Cash Advance or uses a Cheque, and where the money needs to be paid back into.

We have three different types of Business Accounts:

- (a) Consolidated,
- (b) Individual Authorized, and
- (c) Individual Pay.

We explain each of these below.

Consolidated Business Accounts

For the Alberta Businesscard Mastercard, Alberta Rewards Businesscard Mastercard and the Agri-Industry Businesscard Mastercard, any Card that we issue on the Business Account will access the main Business Account, but we will open a separate account for each Cardholder (including each Business Owner and any other person) that will be a "sub-account" of the Business Account. We call each of these a **Cardholder Sub-Account**. Anywhere in this Agreement where we refer to the Business Account, we are referring to the main account and and to all of the Cardholder Sub-Accounts.

For Consolidated Business Accounts, all Cardholder Sub-Accounts will be subject to the Business Credit Limit, although individual Cardholder Sub-Accounts can be subject to lower limits (see Section 2.5 below) and only one statement will be issued

on the Business Account, to the Business. The Business and Business Owner(s) will be jointly and severally liable for the Debt on the Business Account. (See Section 1.3 below).

Individual Authorized Business Accounts

For the MyBusiness Rewards Mastercard, any Card that we issue on the Business Account, to the Business Owner(s) or any other person, will access the main Business Account and each Cardholder will be an **Authorized User** on the Business Account. Anywhere in this Agreement where we refer to the **Business Account**, we are referring to the main account and we are including transactions conducted by all Authorized Users.

For Individual Authorized Business Accounts, all Authorized Users will be subject to the Business Credit Limit (see Section 2.5 below) and only one statement will be issued on the Business Account, to the Business. The Business and Business Owner(s) will be jointly and severally liable for the Debt on the Business Account. (See Section 1.3 below).

Individual Pay Business Accounts

At your request and subject to our approval, we may open an Alberta Businesscard Mastercard, Alberta Rewards Businesscard Mastercard, Agri-Industry Businesscard Mastercard or MyBusiness Rewards Mastercard as an Individual Pay Business Account, which means that we will issue only one Card on the Business Account to the Business Owner.

The Business Account will be subject to the Business Credit Limit and a statement will be issued to the Business Owner. The Business and the Business Owner will be jointly and severally liable for the Debt on the Business Account. (See Section 1.3 below).

1. About this Agreement

1.1 Legal Definitions (not written in Legalese)

When we use a capitalized word in this Agreement, it has a certain meaning, and that meaning is explained below. “We”, “us”, and “our” will always mean ATB Financial, even if these words are not capitalized. If we use a capitalized word that’s not listed below, then the first time we use it it will be in **bold** and the meaning will be explained there.

Balance Transfer means a transaction which would allow a Cardholder to use the Business Account to pay all or part of an outstanding balance owed on a credit, charge account or loan at another financial institution.

Billing Period means the days covered by your Statement.

Business means the business that applied for the Business Account, and is the entity in whose name the Business Account is opened. The Business may be a sole proprietor, corporation, partnership, not-for-profit corporation or other type of entity,

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 Business Account, that is issued in the name of an Owner or any other Cardholder, and includes any additional, renewal, or replacement cards.

Cardholder means any person we issue a Card to under this Agreement (and includes any Owners to whom we issue Cards).

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 other uses of the Business Account for “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 Business Account from using a Card or Cheque, or from a Cash Advance, including the purchase price of goods and services, taxes, interest, service charges and any other amounts payable under this Agreement, including under the Disclosure Statement and Rate and Fee Schedule.

Cheque means a Mastercard Cheque issued to the Business at the request of a Cardholder that can be used to access the Business Account, including to make Purchases.

Debt means all amounts owing on the Business Account, including all Charges, whether or not they have been posted to the Business Account, and whether incurred by the Business, an Owner or any other Cardholder.

Disclosure Statement and Rate and Fee Schedule means the document that summarizes the terms, conditions, and fees that apply to the use of a Card and the Business Account.

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

Minimum Payment Due means the minimum amount that must be paid by the Payment Due Date each month, as shown on the monthly Statement.

New Balance means the total amount that is owed on the Business Account as of the Statement Date. It does not include the amount of any pending transactions that did not post to the Business Account by the date the Statement was prepared.

Owner means each person (if any) who is identified to us as an owner of the Business, on the application for the Business Account or otherwise.

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

PIN means personal identification number. It’s the 4-digit number that a Cardholder may enter to complete transactions with a Card.

Pre-authorized Payment means a transaction where the Cardholder gives instructions and permission ahead of time to make a Purchase on the Business Account (like for internet bills or other utilities).

Purchases means transactions to purchase goods or services (or both) on the Business Account.

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

Statement means the periodic billing statement that lists all of the transactions made from the Business Account during the specific Billing Period and shows how much has been spent, paid back and how much continues to be owed to us, as applicable.

Statement Date means the last day of the Billing Period.

You, your or yours (even if not capitalized) means the Business and the Owner(s) together.

1.2 Your Agreement with Us

Once a Card on the Business Account is activated, or the Business Account is used 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 call us and we'd be happy to explain it. **If you don't want to be bound by this Agreement, then you must not use any Card or the Business Account and you must cut any Cards you have through the chip or destroy them in some other way, and delete any electronic version of any Card or Card information.**

If you are an existing cardholder, 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 Disclosure Statement and Rate and Fee Schedule, continue to apply.

1.3 Responsibility for the Debt

The Business and each Owner are jointly and severally liable to repay the Debt to us, including all Debt incurred by any Cardholder. This means that the Business and each Owner is responsible on their own for the entire Debt, and together with the other(s) for the entire Debt, regardless of who incurs the Debt.

Any Cardholder can incur Debt even if:

- (a) the Business Credit Limit or a Cardholder Sub-Account Limit (if applicable) is exceeded;
- (b) a Card is accepted, used or allowed to be used in any manner, including before its valid date or after its expiry date;
- (c) the Business Account or any Cardholder Sub-Account is used after it has been restricted or closed or through the improper use of the Card or Cheques by the Cardholder;
- (d) Statements are only sent to the Business or one Owner but not all of them;
- (e) Debt is incurred through unauthorized use of a Security Credential, a Card or Card Information, unless Section 7 applies.

Even if we don't tell you ahead of time, you agree that we can apply any money the Business or Owner(s) have on deposit with us against any Debt not paid to us under this Agreement.

1.4 Authority and Instructions

The Owner has the authority to instruct us on the operation of the Business Account, and we will follow the instructions received from the Owner without verifying that the Owner is authorized to act on behalf of the Business. If there is more than one Owner, we'll consider each Owner as having the authority to act for each other Owner. This means that we can take instructions from any one Owner without dealing with the others, including to authorize extra Cards to be issued to additional Cardholders and to increase or decrease the Business Credit Limit. However, one Owner cannot limit the authority of another Owner. For example, one Owner cannot instruct us not to issue a Card to, or not to take instructions from, another Owner .

An Owner may designate an individual business administrator to have access to Business Account information and give us instructions regarding the Business Account. An Owner may change the business administrator from time to time by notifying us in writing.

2. Business Accounts and Card Issuance

2.1 Business Account Opening and Card Issuance

We'll open the Business Account in the name of the Business and issue a Card to each Owner and other Cardholder as requested by you in the initial application process. If the Business Account is in Good Standing, we'll issue renewal and replacement Cards to all Cardholders from time to time unless we are instructed not to.

2.2 Cardholders

Cardholders may be added or removed by contacting us, by or with the approval of an Owner. We have to approve each Cardholder and we may limit the number of Cardholders that can be added.

When a Cardholder activates their Card or uses the Business Account in any other way, the Cardholder agrees to be bound by this Agreement, except that Cardholders who are not Owners will not be responsible for payment of any Debt on the Business Account (see Section 2.3 above).

2.3 Card Ownership

All Cards belong to ATB Financial at all times. Each Cardholder can use the Card issued to them so long as they always follow the terms of this Agreement, including that no Card, the Business Account or this Agreement can be assigned (legally transferred) to any other person. We can ask any or all Cardholders to return their Card to us at any time (which must be done right away and the Owners will be responsible for getting Cards back from any Cardholders who are not Owners).

2.4 Cheques

If we provide Cheques, they must be kept 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 a Cheque is used to withdraw an amount from the Business Account, it's a Cash Advance. We cannot stop payment on any Cheque that is written on the Business Account. We have the right to refuse to honour any Cheque and to refuse any request to give a Cardholder Cheques at any time. All unused Cheques must be returned to us when we ask.

2.5 Business Credit Limit

When we open the Business Account, we'll tell you what the Business Credit Limit is and the relevant Business Credit Limit will always be shown on each Statement.

The Business Credit Limit can go up or down, depending on the circumstances. We can lower the Business Credit Limit at any time and for any reason without telling you ahead of time (even if you are in Good Standing). You can ask us to change the Business Credit Limit at any time, but we must approve any requested increase.

Consolidated Business Accounts

When the Business Account is first opened it will be set up on an **Unrestricted Basis**. This means that each Cardholder will be able to access the entire Business Credit Limit. While the Business Account is set up on an Unrestricted Basis, we can set a separate limit on each different Cardholder Sub-Account so that some Cardholders do not have access to the full Business Credit Limit. This is the **Cardholder Sub-Account Limit**.

For example, if the Business Credit Limit is \$20,000 and you have two Cardholders, one Cardholder could have access to the full \$20,000 limit but the other Cardholder could only have access to \$10,000 by setting a \$10,000 Cardholder Sub-Account Limit on that Cardholder Sub-Account.

The total unpaid balance on all Cards must not go over the Business Credit Limit for the Business Account at any time (so, if you have a Business Credit Limit of \$20,000, the unpaid balance on all Cards must never be more than \$20,000, even if the individual Cardholder Sub-Account Limits add up to more than \$20,000).

On your request, we may change a Consolidated Business Account to be set up on a **Restricted Basis**. This means that there is a separate Cardholder Sub-Account Limit for each Cardholder Sub-Account. When the Business Account is set up on a Restricted Basis, the total of all Cardholder Sub-Account Limits must not go over the Business Credit Limit at any time. For example, if you have a Business Credit Limit of \$20,000, the Cardholder Sub-Account Limits must not be more than \$20,000 in total. So, if you have two Cardholders, they could each have a Cardholder Sub-Account Limit of \$10,000 for example, or one could have \$15,000 and one could have \$5,000.

In all cases (for Business Accounts set up on an Unrestricted Basis or on a Restricted Basis), at the end of each Billing Period, the outstanding balance on each Cardholder Sub-Account is carried over to the Business Account and the balance on each Cardholder Sub-Account is reset to zero. The Owners are responsible for ensuring that each Cardholder knows the Business Credit Limit or

their Cardholder Sub-Account Limit (if applicable). Transactions may be declined if they would exceed the Business Credit Limit or relevant Cardholder Sub-Account Limit.

Individual Authorized Business Accounts

Each Authorized User will be able to access the entire Business Credit Limit. The total unpaid balance on all Cards held by Authorized Users must not go over the Business Credit Limit for the Business Account at any time.

The Owners are responsible for ensuring that each Authorized User knows the Business Credit Limit. Transactions may be declined if they would exceed the Business Credit Limit.

Individual Pay Business Accounts

The Business Owner will be able to access the entire Business Credit Limit. The total unpaid balance on the Business Account must not go over the Business Credit Limit at any time.

Going Over a Credit Limit

Where applicable, the Owners are responsible for making sure that each Cardholder only uses their applicable credit limit and for making sure that the unpaid balance on the Business Account never goes over the total Business Credit Limit. However, if we approve a transaction that goes over an applicable limit (we do that sometimes, but we're not required to), the Owner(s) must pay us back the amount that has gone over the relevant limit, as soon as we ask, plus any over limit fee that applies (check the Disclosure Statement and Rate and Fee Schedule for applicable fees.)

Cash Advance Limits

We can put limits on the portion of any Business Credit Limit that can be used for Cash Advances. If there's a Cash Advance limit, this is still part of the total Business Credit Limit (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 ahead of time.

If you reach the Cash Advance limit, we can stop Cardholders 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) – see Section 6.2 below for more details on how we apply your 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 the goods or services aren't received until a later date.

2.6 Security Credentials

We may provide Security Credentials or other Business Account information that will allow Cardholders to use the Cards and Business Account. This may include a verbal password to be selected at the time that the Business Account is opened (the **Account Password**), to be used any time you call us, and information on how to access online and mobile banking.

Any individual (whether an Owner or someone authorized by an Owner) who knows the Account Password and completes any additional identity verification process that we may require will be given access to Business Account information over the phone.

Any individual (whether an Owner or someone authorized by an Owner) who has been given Security Credentials to have access the banking profile of the Business Account through our digital platform will be able to view all of the transactions conducted on the Business Account and the Business Credit Limit.

Each Cardholder can (and should) change the PIN and other Security Credentials that apply to their Card. Owners can also change the Account Password. We'll tell you how to make these changes at the time that you make the request to do so (our procedures change sometimes). Changes will only be effective once the information has been updated in our systems. The time for this may vary, depending on the change.

2.7 Protecting The Card and Security Credentials

Protecting the security of the Cards and Business Account is very important. Each Cardholder is responsible for the care and control of their Card, Card number, three-digit security code, Security Credentials, Cheques and all other Business Account information (we'll refer to all of this as the **Card Information**). If someone uses the Card Information to use a Card or the Business Account, the Business and each Owner 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)

Each Cardholder agrees to take all reasonable steps to protect the Card Information against loss, theft or unauthorized use. This means that, at a minimum, each Cardholder will:

- (a) Keep the Security Credentials safe by keeping them private. Don't share them with anyone, and don't allow anyone to use your Card!
- (b) Keep the Security Credentials, and other Card Information, separate from their Card at all times.
- (c) Avoid choosing a PIN that can be easily guessed by others – so, don't use things like a birthday, phone number or combinations that are easy to remember, like 1-2-3-4 or 7-7-7-7.
- d) Memorize the PIN instead of writing it down.

3. Using the Card

3.1 How it Works

A Card can only be used by the Cardholder in whose name it has been issued. Each Cardholder agrees to use their Card and the Business Account only for lawful purposes and in a lawful manner for commercial or business purposes, and only as allowed under this Agreement. Cardholders can use their Card and Cheques (if Cheques are issued) to make Purchases or Cash Advances. These all get charged to the Business Account.

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

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

We'll record (or "post") on the Business Account all Purchases and Cash Advances made using a Card or Cheque as well as all other Charges, credits, and adjustments. **All transactions posted to each Cardholder Sub-Account, other than payments, credits and certain adjustments, will be a Charge to the Business Account.**

3.2 Using the Card for Transactions that are in a Different Currency

We may allow transactions in a currency that is different from Canadian currency (**Foreign Currency**) but we will still bill you in Canadian dollars for all transactions and all amounts owed to us under this Agreement must be paid in Canadian dollars.

If a Card is used for a Purchase or Cash Advance in a Foreign Currency, we'll convert those Foreign Currency transactions to Canadian dollars using the rate of exchange of Mastercard International Incorporated (**Mastercard**) applicable at the time the foreign 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 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 Disclosure Statement and Rate and Fee Schedule. The Foreign Currency Conversion Fee will be added to the converted amount for both Purchases and Cash Advances.

The rate we use for each Foreign Currency transaction that we need to convert to Canadian dollars includes both the Mastercard conversion rate and our Foreign Currency Conversion Fee. The rate will be included on the Statement for the Billing Period in which the Foreign Currency transaction was conducted, so please look for it there.

If a Foreign Currency transaction is refunded to the Business Account, the amount credited will be converted into Canadian dollars 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 the original Purchase. In that case, you will be responsible for the difference and you agree that we are not responsible to you for any loss you suffer because of any rate changes. For Consolidated Business Accounts, refunds will be credited to the same Cardholder Sub-Account to which the original Purchase was posted.

3.3 Pre-authorized Payments

Any Cardholder can set up Pre-authorized Payments directly with a merchant. You are responsible for all Pre-authorized Payments charged to the Business Account, including:

- (a) those pre-authorized by any Cardholder;
- (b) those charged to the Business Account after:
 - (i) this Agreement ends;
 - (ii) a Card is cancelled; or
 - (iii) the Business Account or any Cardholder Sub-Account is closed.

If any Cardholder has set up Pre-authorized Payments and a Card or the Business Account or any Cardholder Sub-Account is cancelled or closed, you have to let the relevant merchants know. If any Cardholder wants to stop a Pre-authorized Payment, they have to give written notice to the merchant before the payment is charged to the Business Account. Depending on the 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 the Business Account, such as changes to a Card number, expiry date and status of the Business Account. 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 a Card or the Business Account, make sure you still update merchants where Pre-authorized Payments have been set up.

3.4 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 the Business 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 any Cardholder uses a 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 Business 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 responsible 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.

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

3.6 Balance Transfers

We will only allow a Balance Transfer if authorized by an Owner, and if there is enough available credit in the Business 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, certain fees will apply, including depending on whether the Balance Transfer is approved at a promotional interest rate (check the Disclosure Statement and Rate and Fee Schedule for applicable fees at the time of a Balance Transfer).

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.

3.7 Problems with Merchants

If a Cardholder has a problem with a merchant about something purchased using a Card or Business Account, unfortunately, we can't help fix the problem and we can't reverse the Purchase without the merchant's credit voucher. The Cardholder will have to work the issue out directly with the merchant and the Business will still have to pay all amounts owing on the Business Account while the issue is being resolved.

4. Interest

4.1 Interest Charges

Different rates of interest may apply to different types of transactions. Annual interest rates are shown on the Disclosure Statement and Rate and Fee Schedule, and we may offer promotional interest rates to you from time to time.

The current rates that apply to the Business 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 the entire New Balance (not only the 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 the entire New Balance is paid in full by the Payment Due Date on your Statement.

If we don't receive payment of the 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 that Statement that weren't previously paid (including all previously accumulated interest), until the entire New Balance is paid.

Cash Advances and Charges from Previous Statements

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 Business 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 in that way) – see Section 6.2 below for more details on how we apply your 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) 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 as of each Statement Date.

Interest that is charged to the Business 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 on the Business Account could go from a standard rate to a default rate. If this happens, the higher (default) annual interest rate shown in the Disclosure Statement and Rate and Fee Schedule 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 Disclosure Statement and Rate and Fee Schedule, 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 Business Account is based upon 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 each Billing Period, except that we won't send a Statement if there hasn't been any activity on the Business Account during a Billing Period, and there's nothing owing on the Business Account. We will send a Statement if there has been no activity but there is a positive balance (called a "credit balance") on the Business Account.

Statements will normally be issued every 4 to 5 weeks unless you have asked us 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. At least the Minimum Payment Due must be paid by the Payment Due Date for each Billing Period, even if the Statement is late or isn't received at all.

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 Business Account or any errors relating to Charges that didn't appear on the Statement.

6. What You Owe

6.1 Making Payments

You 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) for all Cards other than the Agri-Industry Businesscard Mastercard, 3% of the New Balance shown on the Statement;
- (b) for the Agri-Industry Businesscard Mastercard, 1% of the New Balance shown on the Statement.

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 Business Credit Limit must be paid right away (whether or not a Statement telling you that you went over the Business 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 have been made available on the Business Account.

We may waive the requirement to pay the Minimum Payment Due for a certain Billing Period, and we'll tell you 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 us all amounts you owe us under this Agreement in Canadian 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 Business 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 the Business 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 the Business 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 the Business 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 Business 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 there is a credit (positive balance) on the Business Account, we will apply the credit towards future Charges posted to the Business Account in the order that they are posted, until the credit is used up.

For Consolidated Business Accounts, a payment may be made to the Business Account or to a specific Cardholder Sub-Account. Payments made to the Business Account will not reduce the balance or impact credit available on a Cardholder Sub-Account until the first day of the next Billing Period. Payments made to a Cardholder Sub-Account will reduce the balance on the Cardholder Sub-Account immediately, as soon as the payment is processed, and will increase the credit

available, subject to the Business Credit Limit and any applicable Cardholder Sub-Account Limit.

6.3 Credits From Returned Purchases

If a Cardholder returns a Purchase that was made with a Card and the merchant issues a credit, we will credit the Business Account for that amount, or in the case of a Consolidated Business Account, we will credit the applicable Cardholder Sub-Account. Credits will only affect the daily interest-bearing balance if the transaction was posted to the Business Account. So if we don't receive the credit before we add the related Charge to the Statement, you 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 Business 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 Business 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 Business Account are more than the amount owing on the Business Account. We don't pay interest on credit balances in the Business 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 Business Account and you don't use or access the Business Account for a period of time, it may become inactive and we may charge you an inactivity fee, as set out in the Disclosure Statement and Rate and Fee Schedule. If the Business Account is considered to be unclaimed or abandoned under applicable unclaimed property laws, we may have to turn over the credit balance in the Business 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 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 we are told about the loss or theft, the Business and Owner(s) won't be responsible for any transactions made using the relevant Card or the Business Account without permission if those transactions happen after you tell us.

In addition, the Business and Owner(s) will not be liable for Charges on the Business Account if someone uses the Card Information without permission, as long as we determine for ourselves that the following **Zero Liability Conditions** are met:

- (a) the relevant Cardholder has used reasonable care to safeguard all Card Information against loss, theft, or from use by someone else without permission (including complying with the safeguards set out in Section 2.7) and the relevant Cardholder hasn't chosen to give that person the Card Information or otherwise been part of the reason why a Card or Business Account was used by someone else without permission; and
- (b) the relevant Cardholder told us about the loss or theft of the Card Information right away after becoming aware of it.

If the Zero Liability Conditions are not met, then for any Charges on the Business Account that take place before we are told about the loss or theft of any Card Information, the Business and each Owner will be jointly and severally liable to us as follows:

- (a) for Purchases or Cash Advances charged to the Business Account, the liability for all Debt on the Business Account resulting from such unauthorized use will be for the full amount; and;
- (b) if any Cheques that we have provided are lost or stolen, the liability will be for all Debt incurred using the lost or stolen Cheques; and

8. Termination

8.1 Ending this Agreement

You 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 Business Account by any Cardholder, reduce a Card Limit, or close the Business Account or any Cardholder Sub-Account, at any time without telling you ahead of time, including if:

- (a) (i) the Minimum Payment Due for a Billing Period is not paid on or before the Payment Due Date on the Statement; or (ii) any other payment is not paid when due under this Agreement;
- (b) the Business or any Owner:
 - (i) becomes insolvent or bankrupt, or a petition in bankruptcy is filed;
 - (ii) becomes subject to proceedings for the dissolution, liquidation or winding up of their affairs;
 - (iii) gives notice of its intention to cease to carry on business; and/or
 - (iv) has, in ATB Financial's sole opinion, a material adverse change in their/its financial condition.
- (c) any Cardholder doesn't comply with a provision of this Agreement or any other agreement with us.

If things aren't working out, and for whatever reason either the Business 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) each Cardholder is responsible for telling anyone who they have authorized to charge transactions to the Business Account (like if Pre-authorized Payments have been set up).

Even though the Business Account may be closed, we'll still issue Statements and this Agreement will remain in effect until the entire Debt is fully paid or we notify you otherwise. The Business and Owner(s) will continue to be liable for the Debt as set out in Section 1.3 above, including all amounts charged to the Business Account before a Card is deactivated and for any Pre-authorized Payment arrangement(s) that are still charged to the Business Account.

8.2 Our Rights

If you don't keep your promises or follow the terms of this Agreement or if this Agreement ends (for whatever reason), including if we cancel or suspend the Business Account and/or any Cardholder Sub-Account, or the use of any Card or the Business Account by any Cardholder, 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 the Business and/or any Owner holds with us, including any joint accounts held by the Business and/or any Owner with others;
- (b) cancel all Cards which means that all Cards and Cheques must be destroyed; and/or
- (c) enforce any security that we may have taken to secure the obligations under this Agreement.

The Business and each Owner agrees to pay, on demand, all expenses, costs and disbursements that we may incur in the enforcement of this Agreement. This includes any legal costs that we incur in collecting or attempting to collect any payment or amounts owed to us under this Agreement.

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 apply for a Card and ask us to issue Cards to Cardholders, you acknowledge that we will collect, use and disclose your and their personal information as outlined in the way we describe in the document called ATB's Collection, Use and Disclosure Statement (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**. You can get a copy of our Privacy Statement and Privacy Code at **atb.com**, from an ATB Financial branch, or by calling 1-800-332-8383.

If you are a Cardholder, you acknowledge that we may share your personal information with the Business and each Owner for the purposes described in the Privacy Statement, but we will not share your Security Credential.

Each Owner acknowledges that we may give a Cardholder who is not an Owner information regarding the Business Account including information about transactions made on the Business Account and the Business Credit Limit.

Cardholders should know that we use service providers in the United States of America to manage the Business Account, including for incentives or rewards programs that we may offer with the Business Account. For details, you can visit 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 Disclosure Statement and Rate and Fee Schedule, how the Cards or the Business Account works, or features that may be included, added, or removed from the Cards.

If we make any changes, we'll notify the Business of the change after the change takes effect, unless we are required by law to give notice of the change ahead of time.

If the Business Account is open or any Debt remains unpaid after the date of the change as set out in the notice, then you agree to the change which may apply to both the outstanding balance on the Business 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 Business Account with anyone that we assign our rights to as long as they agree to keep the information confidential.

10.3 Notices and Change in Address

We will send the Agreement, Statements, and any other required notices to the Business, and in providing any notice to the Business, we'll assume the information will be shared with the Owner(s) and with any other people who need to know. If you ever want to change the primary contact on the Business Account, or have communications sent to each Owner, just let us know and we'll take care of that.

We'll always use the email or mailing address(es) or other contact information that we have on record for the Business, so if this information changes, make sure you let us know right away, so we can update the information.

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

If we send any information by regular mail, we will assume it was received on the 5th day after mailing.

We may contact the Business or any Cardholder using any contact information that has been provided to us (including by mail, email or text) or electronically through our digital services, to provide the Business or Cardholders with fraud alerts or other notifications about the Business Account, like if we think a transaction may be fraudulent, or if a payment is missed. We may ask the Business or Cardholders to respond to these notifications and if we don't receive a response, a suspicious transaction may be declined or the Business 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 the most recent Statement.

10.4 Not Giving Up Our Rights

If we are allowed to do something under this Agreement, but we choose not to do it, this doesn't mean that we have given up those rights for any future situation, whether similar or not. Or if we allow you to do something that you are not allowed to do under the Agreement, this doesn't mean that we will allow it again in the future.

10.5 Unenforceable Sections of this Agreement (Severability)

If a court determines that any section or sections of this Agreement are not enforceable, we will treat that section or sections as if they weren't in the Agreement and the rest of this Agreement will still remain in effect and will not be affected by the removal of the unenforceable section(s).

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 the Business and Cardholders to resolve any issues with a Card or the Business Account. But we will not be responsible for any problems with any goods or services purchased from a merchant using a Card or Cheques, even if the Cardholder is unhappy with the quality of the goods or services, or if they are not what was expected. We're also not responsible for any losses that happen from the use of a Card or the Business Account, or because a Cardholder provided someone else the Card Information.

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

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

This Agreement is made under the law of the Province of Alberta and the federal law of Canada that applies in the Province of Alberta, and you agree to submit to the jurisdiction of the courts in Alberta. This means that if we disagree about anything in this Agreement or about a Card or the Business 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.

10.9 Contact Number

For any questions about the Business Account, you can call us toll-free **1-800-332-8383**.

ATB and Agri-Industry Businesscard are registered trademarks, and Alberta Businesscard, Alberta Rewards Businesscard, and My Business Rewards are trademarks of ATB Financial.

Mastercard is a registered trademark of Mastercard International Incorporated. Used under licence.

ATB Mybusiness™ Rewards Mastercard Certificate Of Insurance And Statement Of Services

Certificate Of Insurance

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place.

Refer to the Definitions section on page 43 or to the applicable description of benefits and the paragraph below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of December 1, 2022, and is provided to all eligible ATB MyBusiness Rewards Mastercard Cardholders by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer"), under Group Policy numbers ATB1222 (hereinafter referred to as the "Policy"), issued by the Insurer to ATB Financial (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate, which is incorporated into, and forms part of the Policy. All benefits are subject in every respect to the Policy that alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

Claims payment and administrative services under this Policy are arranged by the Insurer.

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida – Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

A. Purchase Assurance And Extended Warranty Insurance

For Purchase Assurance and Extended Warranty Insurance, Insured Person means the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

1. Purchase Assurance

Benefits: Purchase Assurance coverage automatically protects, without registration, most new items of personal property purchased anywhere in the world for 90 days from the date of purchase in the event of loss, damage, or theft when the FULL cost of such items is charged to the Account, subject to the Policy Limitations and Exclusions.

If a covered item is lost, stolen or damaged, upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the covered item. You will then be reimbursed the repair or replacement cost, not exceeding the covered item's original Purchase Price charged to the Account, subject to the terms, limitations and exclusions set out in this Certificate of Insurance.

Reimbursement will be issued upon the Insurer receiving evidence that the covered item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the covered item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

Under certain circumstances, the Insurer may, at their sole discretion, choose to reimburse You the covered item's original Purchase Price charged to the Account.

Limitations and Exclusions: Purchase Assurance is only available to the extent that the item in question is not otherwise protected or insured in whole or in part.

Purchase Assurance does not cover the following:

- (a) travellers cheques, cash (whether paper or coin), bullion, precious metals, stamps, tickets, documents, negotiable instruments, or other property of a similar nature;
- (b) animals or living plants;
- (c) mail order, internet, telephone or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- (d) golf balls or other sports equipment damaged during the course of normal use;
- (e) automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- (f) unmanned aircraft systems;
- (g) perishables, such as food and liquor, and/or goods consumed in use;
- (h) jewellery;
- (i) used, refurbished or previously owned items;
- (j) one of a kind items, antiques, collectibles, and fine arts;
- (k) cellular telephones, beepers, personal digital assistants (PDA) or any similar electronic device;
- (l) computers, software;
- (m) bodily injury, property damage, exemplary damages, consequential damages and legal fees;
- (n) losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or product defects which would not have been covered by the Original Manufacturer's Warranty; or
- (o) services, including delivery and transportation costs of items purchased.

Limits of Liability: Benefits are limited to a maximum of \$5,000 per item and a lifetime maximum of \$50,000 per Account.

You are entitled to receive no more than the covered item's original Purchase Price as recorded on the sales receipt and Account statement. When the covered item is part of a pair or set, You will receive no more than the value of the particular part or parts lost or damaged regardless of any special value that the item may have as part of an aggregate Purchase Price of such pair or set.

2. Extended Warranty

Benefits: Extended Warranty coverage automatically and without registration, provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of 1 additional year, on most personal items purchased new when the FULL cost of such items is charged to the Account, subject to the Limitations and Exclusions below. In all cases, Extended Warranty coverage is limited to personal items with an Original Manufacturer's Warranty of 5 years or less. Most personal items with an Original Manufacturer's Warranties of more than 5 years will be covered if registered with the Insurer within the first year of purchase (refer to the section "Registration" below).

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, or any other obligation that was specifically covered under the terms of the Original Manufacturer's Warranty.

Upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the covered item. You will then be reimbursed the repair or replacement cost, not exceeding the covered item's original price charged to the Account, subject to the terms, exclusion, limitations, and limits of liability set out in this Certificate of Insurance.

Reimbursement will be issued upon the Insurer receiving evidence that the covered item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the covered item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

Under certain circumstances, the Insurer may, at their sole discretion, choose to reimburse You the covered item's original price charged to the Account.

Registration: To register item(s) with an original Manufacturer's Warranty of more than 5 years for the Extended Warranty benefit, You must send copies of the following items to the Insurer within 1 year of the purchase. Call **1-866-305-0888** for further information.

- (a) a copy of the original vendor sales receipt;
- (b) the customer copy of Your credit card receipt;
- (c) the serial number of the item; and
- (d) a copy of the Original Manufacturer's Warranty.

Limitations and Exclusions: Extended Warranty coverage ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

Extended Warranty does not cover the following:

- (a) automobiles, motorboats, aircraft (including unmanned aircraft systems), motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- (b) computers, cellular phones, personal digital assistants (PDA) or any similar electronic device;
- (c) services of any kind;
- (d) used, previously owned or refurbished items; or
- (e) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

3. General Provisions for Purchase Assurance and Extended Warranty Insurance

Gifts: Eligible items that You give as gifts are covered for Purchase Assurance and Extended Warranty benefits. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

Other Insurance: Benefits are in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the covered item subject to the claim.

The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions, and limits of liability set out in this Certificate of Insurance.

This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

Termination of Coverage: Coverage ends on the earliest of:

- (a) the date Your Account is cancelled, closed or ceases to be in Good Standing;
- (b) the date the Cardholder ceases to be eligible for coverage; and
- (c) the date the Policy is terminated.

How to Claim: Immediately after learning of any loss or occurrence, and PRIOR to proceeding with any action, repair services, or replacement of the covered item, You must notify the Insurer by calling **1-866-305-0888** to obtain a claim form, or file a claim online at **cardbenefits.assurant.com**.

You MUST keep ORIGINAL copies of all documents required to file a valid claim. Where a claim is due to, or suspected to be caused by, fraud, malicious acts, burglary, robbery, theft or

attempt thereat, You MUST give immediate notice to the police or other authorities having jurisdiction.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

- (a) Account statement showing Your name, Account number, and charge for the covered item;
- (b) original vendor's sales receipt showing the vendor information, date, description of the item purchased and total cost;
- (c) copy of written repair estimate (for Purchase Assurance damage and Extended Warranty claims);
- (d) photographs of the damaged item (for Purchase Assurance damage claims);
- (e) copy of the police report (for Purchase Assurance theft claims);
- (f) copy of the Original Manufacturer's Warranty (for Extended Warranty Claims); and
- (g) copy of a loss report or other report from the location of the occurrence, issued at the location where the covered item was lost, stolen, or damaged (for Purchase Assurance claims);
- (h) copy of Your homeowner's or renter's insurance policy or any document detailing Other Insurance or protection and/or reimbursements received for the occurrence; and
- (i) any other information reasonably required by the Insurer to determine coverage eligibility.

You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation.

At the sole discretion of the Insurer, You may be required to send, at your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim. Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of Your claim.

B. Car Rental Collision Damage Waiver Insurance

For this coverage, Insured Person means a Cardholder and any other person who holds a valid driver's license and is permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle will be used. This includes drivers not listed on Your rental contract, provided they otherwise qualify under the rental contract.

Eligibility: You are eligible for Car Rental Collision Damage Waiver insurance coverage when You rent most private passenger vehicles for a period **NOT to exceed 31 consecutive days**, provided that:

- (a) You initiate the rental transaction with Your ATB MyBusiness Rewards Mastercard (if arranged in advance, by booking or reserving the car rental with Your ATB MyBusiness Rewards Mastercard);
- (b) You decline the rental agency's collision damage waiver or loss damage waiver (CDW/LDW), or similar provision; and
- (c) You rent the vehicle in Your name and charge the FULL cost of the car rental to Your Account.

Rental vehicles which are part of pre-paid travel packages are eligible for Car Rental Collision Damage Waiver insurance if the total package was charged to Your Account and all other eligibility requirements are met.

Rental vehicles which are part of a Car Sharing program are eligible for Car Rental Collision Damage Waiver insurance if the full cost of each rental of a vehicle (per use and kilometer/mileage charges) was charged to Your Account and all other eligibility requirements are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW and there is no option to waive, then Car Rental Collision Damage Waiver insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the other requirements outlined in this Certificate of Insurance have been met.

'Free Rentals' are also eligible for benefits when received as the result of a promotion conditioned on Your making previous rentals, if each such previous rental met the eligibility requirements of this Certificate of Insurance.

NOTE: The rental period of Your rental contract must not exceed 31 days. If the rental period exceeds 31 days, no coverage will be provided, even for the first 31 days of the rental period. Coverage may not be extended for more than 31 days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or another vehicle.

Benefits: Subject to the terms and conditions of this Policy, You are provided with protection against the amount for which You are liable to the rental agency up to the actual cash value of the damaged or stolen rental vehicle as well as any valid and documented Loss of Use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name. Benefits are limited to one vehicle rental during any one period. If during the same period more than one vehicle is rented by the Cardholder, only the first rental will be eligible for these benefits.

In some jurisdictions the law requires the rental agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Car Rental Collision Damage Waiver benefits under this Policy will only provide coverage up to the deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's deductible waiver. No CDW/LDW premiums charged by the rental agencies will be reimbursed under this Policy. Rental vehicles which are part of pre-paid travel packages

are eligible for benefits if the total for Your Trip was charged to Your Account and all other requirements are met.

Important: This coverage does not provide any form of third-party automobile property damage or personal injury liability insurance.

Check with Your personal insurer and the rental agency to ensure that You and all other drivers have adequate personal property, personal injury and third-party liability coverage. This Policy only covers loss or damage to a rental vehicle, as stipulated herein.

Know before you go: While Car Rental Collision Damage Waiver benefits provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit. Before booking a vehicle, confirm that the rental agency will accept Your ATB MyBusiness Rewards Mastercard Car Rental Collision Damage Waiver insurance coverage without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your trip through a travel agency, let them know You want to take advantage of Your ATB MyBusiness Rewards Mastercard Car Rental Collision Damage Waiver coverage and have them confirm the rental agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

Check the rental vehicle carefully for scratches, dents and windshield chips, and point out any damage to the agency representative before You take possession of the vehicle.

Have them note the damage on the rental agreement (and take a copy with You) or ask for another vehicle.

If the vehicle sustains damage of any kind, immediately phone the Insurer at **1-866-305-0888** from within Canada and United States or **905-477-0702** collect from elsewhere in the world. Advise the rental agent that You have reported the claim and provide them with the Insurer's phone number. **You MUST also advise the police and request a police report or, where applicable, self-report the incident at a collision centre.** Do not sign a blank sales draft to cover the damage and Loss of Use charges.

Types of Rental Vehicles Covered: The types of rental vehicles covered include cars, sport utility vehicles and minivans, provided they are designed for private passenger use with seating for no more than 8 occupants including the driver and are not used for hire by others.

Types of Rental Vehicles Not Covered: Vehicles belonging to the following categories are NOT covered:

- (a) any vehicle with a value of over \$85,000 at the time of loss based on the Canadian Black Book or equivalent vehicle valuation guide in the jurisdiction of the rental vehicle;
- (b) vans, other than minivans as described above;
- (c) trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;

- (d) off-road vehicles designed and manufactured primarily for off-road use;
- (e) motorcycles, mopeds or motorbikes;
- (f) campers, trailers, or recreational vehicles;
- (g) vehicles not licensed for road use;
- (h) mini-buses or buses;
- (i) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- (j) any vehicle which is wholly or in part hand-made, or has limited production of under 2,500 vehicles per year;
- (k) tax-free vehicles (a tax free vehicle package that provides tourist with a short-term (17 days to 6 months) tax free vehicle lease agreement with a guaranteed buyback);
- (l) vehicles towing or propelling trailers or any other object; and
- (m) exotic vehicles.

Exclusions and Limitations: Car Rental Collision Damage Waiver insurance does NOT cover any loss caused or contributed to by:

- (a) operation of the vehicle by any driver other than an Insured Person;
- (b) operation of the rental vehicle in violation of the law or any terms of the rental agreement/contract;
- (c) operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;
- (d) operation of the vehicle by any driver not authorized on the rental agreement at the time the rental is initiated;
- (e) operation of the vehicle on other than regularly maintained roads;
- (f) alcohol intoxication where the driver's blood alcohol concentration is equal or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
- (g) use of narcotic drugs by the driver;
- (h) any dishonest, fraudulent or criminal act committed by You and/or any authorized driver;
- (i) wear and tear, gradual deterioration or mechanical breakdown of the vehicle;
- (j) insects or vermin, inherent vice or damage;
- (k) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power or action taken by government or public authority in hindering, combating or defending against such action;
- (l) seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority;
- (m) transportation of contraband or illegal trade;

- (n) road damage to tires unless in conjunction with an insured cause
- (o) transportation of property or passengers for hire; or
- (p) nuclear reaction, radiation or radioactive contamination.

Car Rental Collision Damage Waiver insurance do NOT include coverage for:

- (a) vehicles rented for a period that exceeds 31 consecutive days, whether or not under one or more rental agreements;
- (b) a replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental;
- (c) loss or theft of personal or business items of personal property in the vehicle, including, but not limited to, cellphones and laptops;
- (d) third party liability (injury to anyone or anything inside or outside the vehicle);
- (e) any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes; or
- (f) expenses assumed, paid or payable by the rental agency or its insurers.

Coverage Period: Car Rental Collision Damage Waiver insurance coverage begins as soon as the Cardholder takes control of the vehicle, and ends on the earliest of:

- (a) the time when the rental agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
- (b) the date the Account ceases to be in Good Standing and/or Your Account privileges are suspended, revoked or otherwise terminated;
- (c) the date the Insured Person ceases to be eligible for coverage; or
- (d) the date the Policy is terminated.

In the Event of an Accident: If the vehicle sustains damage of any kind, You must report it immediately to the Insurer, and in all events certainly within 48 hours of the damage having occurred, by calling **1-866-305-0888** from within Canada and the United States or **905-477-0702** collect from elsewhere in the world. Failure to report a claim as described herein may result in denial of the claim or reduction of Your benefit.

A customer service representative will collect preliminary information, answer any questions You may have and arrange to send You a claim form, or You may also access a claim form and submit required documentation online at **cardbenefits.assurant.com**. You must substantiate Your claim by submitting the following documentation together with Your completed claim form:

- (a) a copy of the front and back of the driver's license of the person who was driving the car at the time of the accident;
- (b) a copy of the front and back of the International Driving Permit or other equivalent driving authorization (where applicable);
- (c) a copy of the rental agency's loss/damage report;
- (d) a copy of the police incident and/or accident report, self-reporting collision report signed by an officer, or any other equivalent report from the jurisdiction where the loss occurred;
- (e) a copy of Your ATB MyBusiness Rewards Mastercard sales draft
- (f) a copy of Your Account statement showing Your name, Account number, and the full cost of the rental charged to the Account;
- (g) a copy of the front and back of the open rental agreement showing that You reserved and rented the vehicle in Your name and initiated the rental with Your ATB Business Card for a period not exceeding 31 consecutive days;
- (h) a copy of the closed rental agreement showing the date the vehicle was returned and the total cost of the rental;
- (i) if the rental was prepaid, a copy of the pre-booking invoice showing the prepaid amount of the rental;
- (j) a copy of the itemized repair estimate, final itemized repair bill, and parts invoices;
- (k) proof of payment for any repairs paid by You;
- (l) photographs of the damage and photographs of the damaged vehicle showing the license plate;
- (m) if Loss of Use is charged, a copy of the rental agency's daily utilization log from the date the car was not available for rental, to the date the car became available to rent; and
- (n) any other information reasonably required by the Insurer to determine coverage eligibility.

Claims submitted with incomplete or insufficient documentation will not be paid.

C. General Provisions And Statutory Conditions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance:

Notice and Proof of Claim: Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Insurer. You will then be sent a claim form.

Written notice of claim (on a claim form or other written notification) must be given to the Insurer as soon as reasonably possible, but in all events must be provided no later than 90 days from the date of loss.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date the loss occurred, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

Termination of Insurance: Coverage for Insured Persons ends on the earliest of:

- (a) the date Your Account is cancelled, closed or ceases to be in Good Standing;
- (b) the date the Insured Person ceases to be eligible for coverage; and
- (c) the date the Policy terminates.

No losses incurred after the Policy termination date will be paid unless otherwise specified. For Purchase Assurance and Extended Warranty insurance, no coverage will be provided for items purchased after the Policy termination date.

Subrogation: Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss or damage under the Policy.

Legal Action: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act*, or other applicable legislation in Your province or territory.

False Claim: If You make a claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

If You Have a Concern or Complaint: If You have a concern or complaint about Your coverage, please call the Insurer at 1-866-305-0888. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: assurant.ca/customer-assistance.

Privacy: The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling 1-888-778-8023 or from their website: assurant.ca/privacy-policy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

End of Certificate of Insurance

Statement of Services

A. Travel Assistance Services

Refer to the definitions section on page 43 for the meanings of all capitalized terms.

Travel Assistance Services are services provided by American Bankers Insurance Company of Florida. Any costs incurred for or in connection with such services will be charged to Your Account (subject to credit availability). If not chargeable, payment for such costs will be arranged (where reasonably possible) through Your family and friends.

These services are provided on a 24-hour, 7 day a week basis. To take advantage of any of the services described below, simply call **1-866-305-0888** from within Canada and the U.S.A. or **905-477-0702** collect from elsewhere in the world.

Assistance services may not be available in countries of political unrest and such countries as may from time to time be determined to be unsafe, or which may be inaccessible.

Emergency Cash Transfer: In the event of theft, loss or an emergency while travelling away from home, You can call to obtain emergency cash transfer (maximum of \$5,000).

Lost Document and Ticket Replacement: In the event of theft or loss of necessary travel documents or tickets when travelling, You can call for assistance with arrangements for their replacement.

Pre-trip Information: You can call and obtain information regarding passport and visa regulations, and vaccination and inoculation requirements for the country You are visiting.

Legal Referrals and Payment Assistance: If while travelling, You require legal assistance, You can call for referral to a local legal advisor and assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000.

B. Identity Theft Assistance

Falling victim to identity theft can have serious long-term consequences on Your finances, Your reputation and Your everyday life. It can also be a great source of emotional distress. Whether as a preventive measure or if You suspect Your identity has been stolen or compromised, call us at **1-844-287-1683** or **514-875-0692** collect from elsewhere in the world. Our identity theft legal experts are available to assist You by phone Monday to Friday, 7:00 a.m. to 6:00 p.m., and Saturday, 7:00 a.m. to 3:00 p.m., MT, except on statutory holidays. Identity Theft Assistance agents are available outside these hours (24 hours per day, 7 days per week) to provide steps to take to minimize the risks and understand the basic procedures before getting a call back from an identity theft legal expert.

Identity theft legal experts will provide You with general legal information on identity theft and how to prevent it from happening to You, such as:

- how to prevent placing Your personal information at risk of being compromised;
- how to recognize signs that Your identity may have been stolen;
- what are the most common frauds and scams;
- what resources are available in Canada to help prevent identity theft;
- how to get a copy of Your credit file; and
- how to protect Your documents.

Our Identity Theft legal experts will help You identify the steps You need to take to restore Your identity and will provide You with personalized information to assist You in:

- getting an event number from your nearest police department;
- completing and submitting Identity Theft Statements. An "Identity Theft Statement" is a form used to notify financial institutions, credit card issuers and other companies that You are a victim of identity theft;
- investigating, disputing and correcting errors on Your credit report;
- alerting credit reporting agencies of Your identity theft; and
- completing and filing any other forms as may be required.

Additionally, as an included benefit of this service, You will be provided with a one-hour telephone consultation with a psychologist to help You manage the stress generated by an identity theft. The one hour consultation must be used within one year of the Identity Theft Assistance Service file being opened.

Identity Theft Assistance Service is an assistance service only and does not cover any financial losses, including, but not limited to, financial losses resulting from Your identity theft.

Any costs incurred for the restoration of Your identity, such as ID replacement and correction of credit reports, and any related legal expenses You incur are Your responsibility. Be advised that our Identity Theft legal experts do not provide You with legal advice.

End of Statement of Services

Definitions

Account means Your ATB MyBusiness Rewards Mastercard account which is in Good Standing with the Policyholder.

ATB MyBusiness Rewards Mastercard means an ATB MyBusiness Rewards Mastercard issued by the Policyholder.

Cardholder means a natural person resident in Canada to whom an ATB MyBusiness Rewards Mastercard is issued by the Policyholder and whose name is embossed on the card. The Cardholder may be referred to as "You" or "Your."

Car Sharing means a car rental club that provides its members with 24-hour access to its own fleet of cars parked in a convenient location and does not include online marketplace services which facilitate the rental of privately- owned cars, or other similar online services.

Dollars and **\$** means Canadian dollars.

Good Standing means, with respect to an Account, that the Cardholder has not advised the Policyholder in writing to close it or for which the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Insured Person means a Cardholder and, where specified, certain other eligible persons as outlined under the applicable benefit.

Loss of Use means the amount paid to a car rental agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

Mysterious Disappearance means an article of personal property cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to reasonable inference that a theft occurred.

Original Manufacturer's Warranty means an express written warranty valid in Canada and issued by the original manufacturer of the personal property, excluding any extended warranty offered by the manufacturer or any third party.

Purchase Price means the actual cost of an insured item, including any applicable taxes, as shown on the store receipt.

Disclosure Statement and Rate and Fee Schedule

We will refer to this document as the Disclosure Statement and Rate and Fee Schedule. Capitalized words used here but not defined are explained in the ATB Financial Business Mastercard Cardholder Agreement (the "Cardholder Agreement") provided to you with your Card (which may be amended or replaced from time to time – check your current Cardholder Agreement). In this Disclosure Statement and Rate and Fee Schedule, the words "we", "our" and "us" refer to ATB Financial® and the words "you" or "yours" refer collectively to the Business and each Owner. The information set out here and rates are correct as of **June, 2022** and are subject to change in accordance with the Cardholder Agreement. For complete information about the Business Account, please call toll free **1-800-332-8383**.

Disclosure Statement

Initial Credit Limit

The initial Business Credit Limit is shown on the welcome package that we provide with the Card and will be shown on each monthly Statement. You or we may change the Business Credit Limit in certain circumstances, and in some cases you can set different limits for different Cardholders, as explained in your Cardholder Agreement.

Annual Interest Rate

The annual interest rates applicable to the Business Account for Purchases and Cash Advances vary depending on Card type, as follows:

Card Name	Purchases	
	Standard	Default
Alberta Rewards Businesscard™	19.90%	22.90%
Agri-Industry Businesscard®	*	n/a
Alberta Businesscard™	*	n/a
ATB MyBusiness Rewards™	19.90%	24.90%

Card Name	Cash Advances	
	Standard	Default
Alberta Rewards Businesscard™	19.90%	22.90%
Agri-Industry Businesscard®	*	n/a
Alberta Businesscard™	*	n/a
ATB MyBusiness Rewards™	22.90%	27.90%

There are two different rates: Standard and Default. You will start off at the Standard Rate and you will keep this rate unless you miss the Minimum Payment Due for two Billing Periods in a row. In that case your rate will go up to the Default Rate and the Default Rate will then apply until you make the Minimum Payment Due for a certain number of Billing Periods in a row (six for the ATB MyBusiness Rewards card, three for all other cards)

– 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.

Interest-free Grace Period

You will benefit from a **21-day** interest-free grace period for new Purchases and fees showing on a Statement for the first time if you pay the entire New Balance in full by the Payment Due Date for that Statement. This interest-free grace period does not apply to Cash Advances.

Determination of Interest

The way we calculate interest is explained fully in the Cardholder Agreement in the section “How We Calculate Interest”.

If interest is charged, we calculate it daily by:

- multiplying the “total daily interest-bearing balance” for each category of transactions (for example, Purchases are one category and Cash Advances are another category), by the annual interest rate in effect for that category,
- for each category, dividing that amount by the actual number of days in a year, and
- adding up the interest owing that day for each category (interest on Purchases + interest on Charges + interest on Cash Advances).

For each Statement, we then add up all the daily interest charges for each day in the Billing Period and charge these to the Business Account on the last day of that Billing Period.

Interest is calculated on Purchases and other Charges starting on the date the transaction is posted to the Business Account until we receive payment in full of the amount of that transaction (and if you pay the entire New Balance by the Payment Due Date you'll benefit from the grace period on Purchases and fees explained above).

Interest that is charged to the Business 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 the New Balance on the Statement for your next Billing Period, and you will be charged interest on that interest.

Minimum Payment

You must pay at least the Minimum Payment Due by the Payment Due Date for each Statement, as follows:

- (a) for all Cards other than the Agri-Industry Businesscard, you must pay at least **3%** of the New Balance shown on the Statement;
- (b) for the Agri-Industry Businesscard, you must pay at least **1%** of the New Balance shown on the Statement.

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

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

Foreign Currency Conversion

2.9%

If a Card is used to make transactions (all Purchases and Cash Advances) in a currency other than Canadian dollars, we'll convert the amount of the transaction to Canadian dollars using the Mastercard International Incorporated (**Mastercard**) rate of exchange applicable at the time the transaction is presented to Mastercard for processing, PLUS a fee of **2.9%**. This fee will be added to the converted amount. This is fully explained in your Cardholder Agreement in the section "Using the Card for Transactions that are in a Different Currency".

Annual Fees

You will be charged an annual fee which will vary depending on the Card type, as follows:

Card Name	Annual Fee
Alberta Rewards Businesscard™	\$120 per Card
Agri-Industry Businesscard®	\$65 per Card for Business Credit Limits of \$50,000 or less \$130 per Card for Business Credit Limits greater than \$50,00
Alberta Businesscard™	\$65 per Card for Business Credit Limits of \$50,000 or less \$130 per Card for Business Credit Limits greater than \$50,000
ATB MyBusiness Rewards™	\$0

Other Fees

There are extra fees for some uses of the Business Account. You will be charged the following fee per transaction/request on the date that it occurs (unless we say otherwise below):

Cash Advance Fees:

	ABM Advance	Non-ABM Advance
In Canada	\$2.50	\$5.00
Outside Canada	\$5.00	\$7.50

Additional Card Issuance:

Card Name

Alberta Rewards Businesscard™	\$49 each
Agri-Industry Businesscard®	\$35 each
Alberta Businesscard™	\$35 each
ATB MyBusiness Rewards™	\$0 for first three Cards; \$60 for each additional card

Promotional Balance Transfer/Cheque Fee: Up to 3% of the amount of each Balance Transfer made and Cheque written to take advantage of a promotional interest rate offer. The fee will be charged to you at the same time that the Balance Transfer or Cheque is posted to the Business Account

Foreign Currency Cheque: \$7.50

Sales Slip Copy: \$5.00

Statement Reprint: \$10.00

Cheque Copy: \$10.00

Over the Limit: \$30.00 charged once per Billing Period if the balance went over the Business Credit Limit at any time during the Billing Period, and then once again in each following Billing Period if the balance remains or goes back over the Business Credit Limit.

NSF Fee: \$40.00 will be charged if a Cardholder tries to use a Cheque for an amount that goes over the Business Credit Limit, or if any payment you make to us is returned/dishonoured from your bank (or other financial institution)

Rush Replacement Card: \$29.00

MyPic Fee: \$15.00 per image

Statement Frequency

We will send a Statement for the Business Account every month. We will not provide a Statement if there has been no activity that month and nothing is owing on the Business Account. We will provide a Statement if there is a credit balance at the Statement Date.

Default Charges

If you fail to comply with any of your payment obligations under the Cardholder Agreement, in addition to interest (which may change to the Default Rate, as explained above), you will be responsible for paying us for the amount of any legal expenses or other costs and disbursements that we may incur in collecting or attempting to collect payments from you, or enforcing any security that we may have taken.

Lost or Stolen Cards and Maximum Liability for Use by Someone Else Without Your Permission (Unauthorized Use)

If a Card or Card Information is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling our toll-free number at 1-800-332-8383. You will not be liable for any unauthorized use of the Card or Business Account that occurs after you have notified us. Except where you are protected by our zero liability commitment as described in the Cardholder Agreement, you will be jointly and severally liable for unauthorized Charges on the Business Account as follows:

- (a) for Purchases or Cash Advances charged to the Business Account, other than those made using a PIN at an ABM, the liability for all Debt on the Business Account resulting from such unauthorized use will be up to a maximum of \$50.00;
- (b) if any Cheques that we have provided 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 the Business Account using a PIN at an ABM and all applicable fees for ABM transactions, the liability for all Debt on the Business Account resulting from such unauthorized use will be for the full amount.

Questions

If you have any questions about the Business Account, please call toll free **1-800-332-8383**.

Insurance coverage is underwritten by American Bankers Insurance Company of Florida (ABIC). Travel Assistance Services and Identity Theft Assistance are not insurance but are services provided by ABIC. ABIC, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant®.

®Assurant is a registered trademark of Assurant, Inc.

® ATB, ATB Financial, MyPic and ATB My Rewards are registered trademarks.

®/™ Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated, used under license by ATB Financial.



mastercard

ATB