



## Brightside Spend Mastercard® Agreement (“Agreement”)

Effective May 22, 2020

The following terms and conditions apply to the use of the Brightside Spend Mastercard, and any additional or replacement card which may be issued to you from time to time in accordance with this Agreement (the “Card”). By using the Card, you agree to, and are bound by, all of the terms and conditions of this Agreement, including the Card Fees that apply to the Card, as set out in the table below which you understand may change from time to time.

### Important Information about your Card

**Card Issuer:** Your Card is issued by ATB Financial (“ATB Financial” or “Brightside”).

**Account Linked to Card:** Your Card is a payment device that functions as an extension of your Brightside spending account held at Brightside (the “Brightside Account”). The Card is not a standalone item; it is linked to the Brightside Account which may also be referred to within this Agreement or other materials or communications provided by ATB Financial as a “Bucket”.

**Card Balance:** The Card itself does not hold a balance; the balance available for use on the Card from time to time is the balance in your Brightside Account that is linked to the Card. When you use the Card to make a purchase or withdrawal, funds are loaded to the Card automatically for the corresponding transaction amount.

**Guarantee:** The balance in the Brightside Account linked to the Card is guaranteed by the Alberta government.

**Insurance Certificate:** The certificate of insurance that accompanies this Card is delivered to you by electronic attachment in an email following the Card activation process.

**Card Information or Complaint:** To obtain more information about this Agreement or your Card, or if you have a complaint, contact our Customer Success team at 1-855-698-4628.

**Card Fees:** The following fees apply to your Card:

Fee Description	Amount (CAD)
Annual Fee	\$0.00
Domestic (Canada) ABM Fee*	\$0.00
Cash-like Transactions (Within Canada) - includes online gambling, casino purchases, lottery ticket purchases	\$0.00
International ABM Fee *	\$3.00
Cash-like Transactions (Outside Canada) - includes online gambling, casino purchases, lottery ticket purchases	\$0.00
Foreign Currency Conversion Fee	1.5%
Account Inactivity Fee	\$0.00
Rush Card Replacement Fee	\$21.00

\*These are the ABM withdrawal fees charged by Brightside. Note that, non-ATB Financial ABM providers may charge additional fees.

Fees are non-refundable and may change from time to time. If they do, Brightside will tell you in advance as described in Section 21 “Amendments”

section below. By using your Card or maintaining the Brightside Account after the fee changes are in place, you agree to the new table of fees.

**Card Limits:** There are limits on the amount you can spend using your Card. These are set out below. To prevent fraud, Brightside may increase and/or impose additional transaction limits from time to time. Note that, ABM providers may also set their own withdrawal limits which may be lower than those set out below.

Limit Description	Amount (CAD)
Maximum daily spend limit (sum of all daily* transactions)	\$10,000
Maximum transaction daily* limit (no one transaction or sum of transactions can exceed this limit)	\$10,000
Maximum point of sale purchase transactions daily* limit (no one transaction or sum of transactions can exceed this limit)	\$10,000
Maximum online purchase transactions daily* limit (no one transaction or sum of transactions can exceed this limit)	\$10,000
ABM and other cash like transactions daily* transaction limit	\$10,000
ABM per transaction limit	\$500

\*In the 24-hour period from 12:00am to 12:00am (midnight to midnight).

The following terms and conditions are also important and apply to your Card and form part of this Agreement:

### 1. Card Ownership

The Card is our property and will remain the property of Brightside at all times. We will allow you to use the Card and to continue using it as long as you comply with the terms of this Agreement. Brightside may, at any time and for any reason, refuse to issue a Card to you, refuse to allow you to use the Card, or request that you return or destroy the Card at any time and for any reason. You agree to return or destroy the Card immediately in accordance with our request, if we ask you to.

### 2. Card Restrictions

Your Card, your linked Brightside Account balance, or any other record relating to the Card and Brightside Account:

- are a deposit; the balance is held in your linked Brightside Account and not on the Card.
- funds cannot be loaded directly to the Card; Funds must first be deposited to the linked Brightside Account.
- the amount available to spend using the Card is based on the funds available in the linked Brightside Account from time to time.
- does not earn interest; your Card is linked to a Brightside Account which is a spending account that does not include the payment of interest.
- Cardholders must be 18 years or older.

- Cardholders must be residents of Alberta.

Your Card is not a credit card or a charge card, it won't impact your credit rating.

Your Card (or Card number) **CANNOT** be used:

- for any fraudulent, illegal or unlawful purposes, including the purchase of goods or services prohibited by applicable local law in some countries.
- after the Card's valid thru date.
- under a false name or if you pretend to be someone else.
- to go over the balance in your Brightside Account that is linked to the Card for any transaction or cash withdrawal.

### 3. Card Activation/Registration

You must activate the Card before using it. In order to activate your Card, you will need access to the Brightside app, have your 16-digit Card number and CVC (3-digit security code located on the back of your Card).

### 4. Use of the Card

You agree to use the Card as long as we permit you to and in accordance with this Agreement. You must not assign, sell, transfer or lend the Card, linked Brightside Account balance or this Agreement to anyone.

Subject to the Card Limits noted in the table above, you may use the Card, which is chip and 4-digit security code ("PIN") and contactless enabled, for the following transactions:

- To pay for goods and services wherever Mastercard is accepted as a form of payment, including (i) in person, by presenting the Card to a merchant at a point of sale (POS) terminal or in a store; or (ii) without physical presentation of the Card to a merchant (such as, by mail order, online, over the telephone or any other electronic means).
- To obtain cash from participating Mastercard enabled automated banking machines (ABM) up to the linked Brightside Account balance and the cards limit noted above.
- For a "cashback" transaction where a merchant charges you an amount greater than the price of the goods or services purchased.

For online transactions, we cannot guarantee that your Card will be accepted or that a transaction will be approved through any particular website because of the many different security features of various websites. Your Card may also not work at unattended terminals (such as parking or pay at the pump gas stations or kiosks but your Card can be used to pay for fuel in-store).

Use of the Card is subject to all rules and practices of Mastercard and any other clearing house or provider involved in a transaction. The Card must not be used in a manner which would cause the transaction (i.e., the purchase or withdrawal and any applicable taxes and Card fees) to exceed, at any time, the linked Brightside Account balance. If your Brightside Account balance is not enough to cover an amount owed to us under this Agreement, your Card will be declined.

If any transaction places your Brightside Account into a negative balance or you receive cash or a credit in error as a result of a system failure, malfunction or for any other reason, you agree to reimburse us for any amount owing to us immediately upon demand.

You do not have the right to stop the payment of any transaction you made using your Card. We are not liable to you if we don't allow certain transactions, regardless of our reason or if we allowed a transaction but you have not received the goods or services from the merchant or the goods or services are not in accordance with your expectations. We also reserve the right to prevent your Card or Card number from being used if we suspect unauthorized or improper use of the Card or Card number or for certain types of transactions as determined by us, including transactions connected to internet gambling.

### 5. Split Payments

To make a purchase that is greater than the balance in your Brightside Account, let the merchant know in advance that you want to split the payment. Some merchants may not accept multiple forms of payment or split payments using two cards. Tell the merchant the amount you want to pay with your Card and use a second form of payment, such as a credit card, debit card, cash or cheque, to cover the difference.

### 6. Expiry / Replacement Cards

Your right to use the Card will not expire but your Card expires on the last day of the month shown on the Card (the "valid-thru date"). Do not use your Card after the valid thru date. If you have used your Card within the last twelve (12) months, regardless of your balance a replacement Card will automatically be sent to you sixty (60) days prior to the expiry date.

### 7. Lost or Stolen Cards

You must notify Brightside **IMMEDIATELY** if:

- your Card is lost, stolen or missing;
- you suspect your Card is lost or stolen; or
- you suspect someone else knows your PIN or is using your Card or our Card number.

We will immediately cancel your Card upon notice from you and will not allow your Card or Card number to be used for any other transactions. You will not be liable for any unauthorized use of the Card or your Card number that occurs after you have notified us that your Card, Card account information, or Security

Credentials (as defined below) may have been lost or stolen. We will replace the Card and ensure the remaining balance from the in your Brightside Account (after all transactions have been processed) is available and accessible to you using your replacement Card.

### 8. Authorizations

You are solely and completely responsible for the possession, use and control of your Card at all times. This includes all authorized transactions made and fees that apply to your Card. If you allow someone else to use your Card (or Card number), we will treat this as if you have given that person permission and you will be responsible for all transactions and fees, which will, in each case, be deducted from the balance in your Brightside Account.

The use of your Card to purchase goods and services from merchants constitutes a simultaneous debit from and/or demand upon the available funds in your Brightside Account. For each transaction, the full amount of each purchase or withdrawal including taxes, charges and any other fees (including Card fees) will be debited immediately and will reduce your available Brightside Account balance.

Transactions are authorized if you indicate acceptance of the transaction through any means acceptable to Brightside. You acknowledge that once a transaction is authorized, whether or not you have received the goods or services at the time of the authorization, your Brightside Account balance will automatically decrease by the amount of such authorization and any applicable Card fees.

You agree to pay the fees which apply to your Card. We will treat fees imposed by other financial institutions or service providers for transactions you conduct through their ABMs or terminals as transactions you have authorized. Any applicable fee will be deducted from your Brightside Account balance. If your Brightside Account balance is not enough to cover the applicable Card fees, you agree to submit payment to us on demand with an amount equal to or greater than the fees owing.

### 9. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, cruise lines, car rental companies, gas stations, or similar purchases), your Card may be "pre-authorized" for varying amounts between merchants above the purchase amount to cover any estimated tips or additional expenses and your available Brightside Account balance will decrease by the pre-authorized amount,



regardless of whether you receive goods or services at that time. In these cases, your transaction will not be allowed if your Brightside Account balance is not enough to cover the entire pre-authorized amount (the transaction amount plus the additional amount). A pre-authorization places a temporary 'hold' on a specific amount of your Brightside Account balance until the merchant sends us the correct amount of the final transaction. We will however, only charge your Brightside Account for the correct amount of the final transaction, and will release any excess amount once the transaction is complete.

## 10. Charges Made in Foreign Currency

Your Brightside Account balance is in Canadian dollars but you can use your Card for a transaction in a different currency (a "Foreign Currency"). If you use your Card for a transaction in a currency other than Canadian dollars, the Foreign Currency transaction will be converted into Canadian dollars before it is posted on your Brightside Account. The amount of your transaction will be converted to Canadian dollars at the conversion rate established by Mastercard International Inc. ("MCI"). For purchases and cash advances, that rate is set at the time the transaction is presented for payment to MCI. For credits to the Brightside Account, that rate is set at the time the credit is presented for payment to us from MCI. When the transaction is posted to your Brightside Account, in addition to the conversion rate, you will be charged the foreign currency conversion fee noted in the Fee Table above on the transaction amount. That foreign currency conversion fee will be added to the amount of the Foreign Currency transaction after the foreign currency has been converted to Canadian dollars. For any reversals of these Foreign Currency transactions, the exchange rate will be determined in the same manner described above on the date the transaction is reversed.

## 11. Pre-authorized Payments/Recurring Automatic Transactions

You are responsible for all pre-authorized payments set up using your Card, including any pre-authorized payments charged to the Brightside Account after this Agreement has ended or your Card is cancelled. If a Card is cancelled or this Agreement is terminated, you must notify any merchants who have authorization to charge transactions to the Card of the Card cancellation as well as review your transaction history to determine if the pre-authorized payments have in fact been discontinued.

## 12. Transaction Verification

You are responsible for obtaining and retaining paper receipts or records of each transaction (including, point of sale, ABM and deposits) for which you use your Card and for ensuring that your Brightside Account balance and the transaction record is accurate. You can view your Brightside Account information, transaction history and your current balances any time by visiting the Brightside app. You must notify Brightside of any discrepancy, error or omission relating to your transaction history within thirty (30) days of the date the transaction is posted. If you do not, we will deem the transaction or fee as final, except for any amount credited to your Brightside Account in error. In such case, Brightside will be released by you from any claims in respect of the transaction and no claim may be made by you against Brightside.

## 13. Website and Availability to Communication Channels

Although considerable effort is made to make our website and other operational and communication channels available to you around the clock, we do not warrant these channels will be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance or website changes or failures, nor shall we be liable for extended interruptions due to failures beyond our control.

## 14. Refunds and Merchant/ABM Provider Disputes

If you authorized a transaction using your Card, you must settle any disagreement, dispute or claims, including merchandise returns, directly with the

merchant or ABM operator, as applicable. Keep your Card and purchase receipts as you may be asked to show them in order to process the refund or return.

You acknowledge and agree that Brightside is not responsible for resolving disputes you may have with merchants or ABM operators and cannot, in the event of a dispute, reverse transactions made using the Card or for any issue relating to the transaction.

Returns and refunds are subject to the merchant's policies or applicable law. If you are entitled to a refund for any reason, you agree to accept the refund policy of the specific merchant with whom the original purchase was made. Refunds may be in the form of a credit to your Brightside Account, cash refund or in-store credit at the discretion of the merchant. We will not be liable if a merchant or other service provider (including an ABM operator) does not give you a credit, imposes any additional charges, will not accept your Card or takes any other action. If you are entitled to a refund, we will increase the balance available on your Card, unless the merchant provides a cash refund or credit voucher.

If you obtain a refund for a transaction in a Foreign Currency, you acknowledge that the charge and the refund for the prior related Foreign Currency purchase may not exactly balance due to exchange rate and currency fluctuations.

## 15. Security Credentials

Brightside may issue you a PIN, password or other security credentials ("Security Credentials") or provide other Card information to enable you to use the Card issued to you in accordance with this Agreement.

Brightside will provide you with information on how to change your PIN and/or other Security Credentials and will provide you with information on how to change the Password. You may, from time to time, change the PIN and/or other Security Credentials applicable to your Card in accordance with our procedures as then in effect; however, such change will only be effective once it has been inputted into our or our agent's systems.

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

You are responsible for the care and control of the Card, Card number, PIN, Security Credentials and other Card account information. If someone uses your Card or Card number, Security Credentials and other Card account information to obtain the benefits of your Card, you will be fully responsible for any transactions and fees in connection with such use, whether or not the transaction was made by you and you release us from any claim or liability whatsoever that you may have against us or them with respect to the use of that Security Credential.

You agree to take the following steps to safeguard and secure your Card and Card number:

- Immediately sign your Card as soon as you receive it.
- Memorize your PIN instead of keeping a written record of it.
- Keep your PIN and Security Credentials strictly confidential and never disclose it to anyone.
- Keep your Security Credentials, and other Card information separate from your Card at all times.
- Select a Security Credential that is not easily determined by others (Security Credential based upon a birthday, phone number, social insurance number, address, etc. must not be used).
- Take reasonable steps to protect your Security Credentials, Card number, PIN, and other Brightside Account information from your Card from loss, theft or misuse.
- Do not allow any other person to use your Card.

## 17. Unauthorized Use

You will not be liable for any unauthorized use of your Card, Card number or Security Credential, provided that the following conditions are satisfied, as determined by Brightside in its discretion:



- you have exercised reasonable care to safeguard your Card, Card number, Brightside account information, and your Security Credentials against loss, theft or other unauthorized use (including complying with the safeguards set out in Section 16 above) and have not voluntarily disclosed your Security Credentials or otherwise contributed to the unauthorized use of your Card, Brightside Account information or Security Credential; and
- you have reported to us that your Card, Brightside Account information, or Security Credential has been lost or stolen immediately after becoming aware of it (together these conditions, the “Zero Liability Conditions”).

In the event the Zero Liability Conditions are not satisfied and for ABM transactions or other transactions where your PIN is used, you will be liable for the full amount of any such transactions and all applicable fees.

You must cooperate fully in any investigation with respect to any loss. If we later determine that you authorized a transaction, we may reverse any credit provided to you and you will be liable for the transaction and any fees.

## 18. Cancellation/Suspension

You may cancel your Card by providing notice to Brightside in a manner required by Brightside.

If you do not comply with this Agreement or we determine you are using your Card for a fraudulent purpose or for any other reason, we may suspend or cancel your ability to use your Card.

If a Card is cancelled or suspended:

- Brightside may inform businesses honouring the Card that it has been revoked or cancelled; and
- You must notify any service providers who have authorization to charge transactions to the Card or using the Card number of the Card cancellation or suspension. Although the Card may be cancelled or suspended, you will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card.

## 19. Termination

Brightside may, at any time, terminate this Agreement and your ability to use your Card if we suspect possible fraud or suspicious activity, for security reasons or for any other reason.

If this Agreement is terminated:

- You must notify any service providers who have authorization to charge transactions to the Card of the Card closure.
- You will continue to be liable for your obligations under this Agreement, including for any pre-authorized payment arrangement(s) which may still be charged to your Brightside Account.

## 20. Remedies

Upon the termination, cancellation or suspension of this Agreement or Card, and in addition to anything else contained in this Agreement, we may do any one or more of the following:

- cancel your Card, in which case you must immediately destroy or return the Card to us in accordance with our instructions;
- stop accepting transactions made with your Card;
- deduct from the Brightside Account balance the amounts necessary to satisfy any or all outstanding amounts owing by you to Brightside under this Agreement; and/or
- on demand, require you to pay all amounts owing to Brightside for which the Brightside Account balance was not sufficient.

We may also take steps permitted by law to enforce our rights under this Agreement without prior notice to you and you will pay all legal fees and expenses incurred.

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

## 21. Amendments

Brightside may amend or modify this Agreement or replace this Agreement with another Agreement at any time.

If we increase a fee or add new fees, we will let you know by sending a written notice to you by email to the email address we have for you at least thirty (30) days before the changes take effect. We will also post a notice of these changes on our website HiBrightside.ca at least sixty (60) days before the changes take effect. For any other changes, we will post a notice of such changes on our website at least thirty (30) days in advance of the change taking effect. Any changes made to the Agreement will take effect on the date indicated in the notice.

By using your Card or maintaining the Brightside Account after the effective date of such notice, you shall be deemed to have accepted such amendments or modifications.

## 22. Personal Information Collection, Use and Disclosure

Brightside collects, uses and discloses personal information as necessary to verify your identity and eligibility for a Card, process your transactions, communicate with you about this Agreement and your use of the Card, to detect and prevent fraud and other unlawful activity, to administer and enforce this Agreement, and for other purposes as permitted or required by law. The information that Brightside collects for these purposes includes your name and contact information, date of birth, banking or other payment information, and information about your Card transactions and your Brightside Account balance. By applying for and using your Card, you consent to Brightside’s collection, use and disclosure of personal information as described in this section and otherwise in accordance with Brightside’s Privacy Statement available at HiBrightside.ca. For more information regarding Brightside’s use of service providers outside of Canada see our Out of Canada Service Provider’s Statement at HiBrightside.ca. If you have any questions or require further information about the collection, use or disclosure of your personal information, you may contact our privacy officer at PrivacyOfficer@atb.com.

## 24. GENERAL

### 24.1 Assignment

Brightside may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information about you and the Card to anyone who we assign our rights provided they agree to maintain confidentiality.

### 24.2 Notices and Change in Address

Any notice required to be provided to you at law or under this Agreement (the “Notice”) will be sent to you by electronic means. Any Notices provided by electronic means will be considered to have been given and received on the date on which the email advising you of the availability of the electronic Notice was sent or posted.

Any Notice will be sent to the mailing address (or email address), as the case may be, last provided to Brightside as indicated in our records. You agree to immediately notify us of any change in your mailing or email address or any other personal information you provided to us.

### 24.3 Errors

We may unilaterally correct any errors without notice to you.

### 24.4 Waiver



If we fail to exercise, or delay in exercising, any of our rights under this Agreement or if we waive our rights on any given occasion it shall not be considered a waiver of any of our rights at any time on any other occasion.

#### **24.5 Severability**

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

#### **24.6 Entire Agreement**

This Agreement is the entire agreement between you and us relating to the Card and supersedes any other agreement between you and us relating to the Card.

#### **24.7 Limitation Period**

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

#### **24.8 Limitation on Liability**

We shall not be responsible for any defect in, or the quality, safety, delivery, legality or any other aspect of, any goods or services obtained from a merchant by use of the Card, nor for any losses resulting from and disclosure by you of a Card, Card account information, or Security Credential.

Under no circumstances will Brightside be liable for any damages (including, without limitation, any special, indirect, incidental, punitive or consequential damages), any loss of profits and revenues:

- resulting from the use, or in connection with, a Card or this Agreement;
- if any merchant or ABM operator refuses to accept the Card or Card number, or for any other problems you might have with any merchant or ABM operator, including as a result of an equipment failure or in circumstances where an electronic terminal where you are making a transaction does not operate properly;
- if you cannot use the Card for any reason, whether or not within our control;

- if, through no fault of ours, you do not have enough funds available in your Brightside Account to complete the transaction;
- if the ABM bank or merchant you are trying to obtain cash from does not have enough cash or refuses to, or is unable or unwilling to accept your Card;
- if you suffer damage, loss or inconvenience in circumstances where you are not able to use your Card because of a failure, error, malfunction, technical problem or equipment belonging to another company providing services to you on our behalf or with an ABM; or
- if access to your Card has been blocked after you reported your Card lost or stolen or if we have reason to believe the requested transaction is unauthorized or fraudulent.

These limitations apply to our acts and omissions and those of any other person who acts on our behalf under this Agreement, whether or not the act or omission gives rise to a cause of action in contract, tort, statute or any other legal doctrine.

#### **24.9 Choice of Law and Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein, and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

#### **24.10 Interpretation**

The headings to each section of this Agreement are added for convenience only and do not change the meaning or affect the interpretation of any provision of this Agreement. When we refer to this Agreement or other agreements or documents, we are referring to this Agreement and those other agreements or documents as they may be amended, replaced or supplemented from time to time.

#### **24.11 Survival**

Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities or any other provision which by its nature is intended to survive, shall survive the termination of this Agreement.

