

SERVUS MASTERCARD ACCOUNT AGREEMENT

THIS AGREEMENT is made between Servus Credit Union Ltd. (“**Servus**”, “**we**”, “**us**”, “**our**”) and the person(s) to whom this Agreement is delivered in connection with the issuance of a Card (“**you**”, “**your**” and, with respect to a Business Account, “**you**” or “**your**” includes each Corporate Contact and each Co-Applicant).

1. **Defined Terms & Interpretation**

- 1.1 **Defined Terms:** In addition to any other terms that are defined in this Agreement, the following capitalized terms have the meanings given to them below:
- “**Account**” means the account that relates to your Servus Mastercard credit facility.
- “**Account Fees**” means those account related fees disclosed to you as “Account Fees” in your Disclosure Statement.
- “**Agreement**” collectively means this Servus Mastercard Account Agreement, the Disclosure Statement and any other notices or documentation governing the use of the Account or the Card, each as may be amended and sent to you by us from time to time.
- “**ATM**” means automated teller machine.
- “**Annual Fees**” means those fees disclosed to you as “Annual Fees” in your Disclosure Statement.
- “**Authorized User**” means a person you have authorized to use the Account and to be issued a Card.
- “**Balance Transfer**” means the transfer of a loan or credit facility balance owed by you to a person other than Servus to the Account.
- “**Billing Cycle**” means the period of time to which a Statement applies.
- “**Business Account**” means an Account related to a business.
- “**Card**” means the Mastercard credit card that we issue to you and any Authorized User in connection with your Account.
- “**Cash Advance**” means an advance of credit obtained by various means, including at an ATM, or at any financial institution (e.g., to obtain cash, money orders or travelers’ cheques), or by a same-day online fund transfer to a bank account.
- “**Co-Applicant**” means any co-applicant on an application for a Business Account.
- “**Corporate Contact**” means, with respect to a Business Account, any senior officer or director of the person for whom a Business Account is opened, and any other individual that any such senior officer or director advises Servus of in writing from time to time.
- “**Disclosure Statement**” means any statement which discloses applicable fees, interest rates or other information required by law about the Account, as amended, other than your Statement.
- “**Due Date**” means the Minimum Payment due date shown on the front of each Statement.
- “**Mastercard**” means Mastercard International, Incorporated and all of its affiliated companies.
- “**Minimum Payment**” means the minimum payment due on the Account as shown on the front of your Statement.
- “**New Balance**” means the new balance for the Account as at the end of each Billing Cycle, as set out in Statements.
- “**Over Limit Transaction**” has the meaning set out in Section 2.2(c). “**Personal Information**” means information about an identifiable individual, including that person’s name, address, age, gender, personal financial records and identification numbers (including social insurance number).
- “**PIN**” means the personal identification number for each Card issued on the Account to enable that Card to be used at ATM’s, point-of-sale terminals, or other devices used to process payment and other financial transactions.
- “**Purchases**” means any Transaction, other than a Balance Transfer or Cash Advance.
- “**Servus Privacy Policy**” means the Servus privacy policy, as amended from time to time.
- “**Statement**” has the meaning set out in Section 5.1.
- “**Transaction**” means any advance of funds under the Account.
- “**Transaction Fees**” means those fees disclosed to you as “Other Fees” in your Disclosure Statement.
- “**Unauthorized Use**” means use of a Card, PIN or the Account by a person, other than you or an Authorized User, who does not have actual, implied or apparent authority for such use and from which neither you nor an Authorized User receives any benefit.
- 1.2 **Interpretation & General:** (a) Failure or delay to exercise any of our rights does not prevent us from exercising those rights later. (b) In the event of a conflict or inconsistency between this Agreement and any Statement or other communication sent to you (other than for express amendments made to this Agreement), this Agreement will govern. (c) Your obligations under this

Agreement shall be binding on your successors, assigns, heirs, executors and legal representatives (as applicable). (d) When used in this Agreement, the term “including” means “including, without limitation.” (e) The headings in this Agreement are for convenience only and do not affect the interpretation of the rest of the Agreement. (f) If any term of this Agreement is held invalid, the remaining terms shall remain in effect.

(f) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, does not constitute consent to, waiver of, or excuse for, any other different or subsequent breach. (g) You may not assign or transfer the Account or this Agreement, in whole or in part.

1.3 **Governing Law:** This Agreement is made in the Province of Alberta and we extend credit to you from Alberta. This Agreement is governed by the laws of Alberta (without regard to its conflict of laws principles) and by applicable federal laws of Canada. You agree that any litigation brought by you against us regarding the Account or this Agreement must be brought in a court situated in Edmonton, Alberta. You also agree that we may take any court action or proceedings against you in that location or any other location we choose, whether inside or outside Alberta.

2. **Establishment of Card & Account**

2.1 **Establishment:** Servus will establish the Account for you and issue you and any Authorized User a Card, subject to the terms and conditions set out in this Agreement.

2.2 **Credit Limit:**

(a) We agree to lend you money to the extent of the credit limit shown on your Disclosure Statement or, if amended, on your Statement. You acknowledge and agree that we may decrease your credit limit at our discretion, including with respect to certain Transactions, and, if you have consented, we may increase your credit limit at any time at our discretion.

(b) You acknowledge and agree that causing the Account balance to exceed your credit limit may cause you to lose the benefit of promotional interest rates and cause you to incur over-limit fees set out in your Disclosure Statement, but only once per Billing Cycle.

(c) We may, at our discretion, permit a Transaction or series of Transactions to occur that would cause the Account balance to exceed your credit limit (each called an “**Over Limit Transaction**”). If we permit an Over Limit Transaction at one time, it does not mean that we will permit it at another time. If we do permit an Over Limit Transaction we may treat the amount that is in excess of your credit limit as immediately payable.

2.3 **Promise to Pay:** By accepting the Account, you agree that you are solely responsible for, and promise to pay us in a timely manner, for all Transactions, fees, interest charges and adjustments we may charge to the Account in accordance with this Agreement.

2.4 **Direction to Pay:** You irrevocably authorize and direct us to debit your Servus member account, or any credit balance on the Account, from time to time in the amount of any payments on the Account that are overdue and apply the amount debited to such overdue payments.

3. **Use of Card & Account**

3.1 **Ownership:** You acknowledge and agree that each Card belongs to Servus and cannot be transferred or assigned to anyone else. You and each Authorized User are the only persons permitted to use the Account and Cards. We may require you and any Authorized User to return any issued Card at any time, for any reason, at our sole discretion.

3.2 **Use:** You may use a Card and the Account for Purchases, Balance Transfers and Cash Advances. You may not use or permit the use of the Account to make any illegal transaction or to obtain a Cash Advance from a merchant. We will not be liable if you engage in an illegal transaction, but we may charge the Account for such transaction. You acknowledge and agree that we may monitor use of the Account. When a Transaction is completed without presentation of a Card (e.g., by telephone, mail, Internet), you acknowledge and agree that it is the same as if you or an Authorized User had personally presented a Card at a physical point of sale and signed the sales slip or entered a PIN authorizing the Transaction to be charged to the Account.

3.3 **Business Account Use:** Notwithstanding any provision of this Agreement, you acknowledge and agree that, with respect to a Business Account (a) each Card will only be used for business purposes, and will not be used for family, personal or household purposes, (b) such Business Account will not be used by any third party except Authorized Users specifically identified to us, and (c) such Business Account and your Card will not be used on behalf of a person other than you.

3.4 **Limit on Transactions:** You acknowledge that we may, in our discretion, deny any Transaction you make using the Account or Card and may limit the number of Balance Transfers or Cash Advances that you can make on the Account and, notwithstanding the credit limit of your Account, the amount of credit available to you for Cash Advances. You are not permitted to use a Cash Advance to pay off or down the Account balance or any other balances you owe to Servus.

- 3.5 **PIN:** We will assign a unique PIN to you and each Authorized User, and we will advise you and each Authorized User to change it and how to change it. You agree not to disclose your, and to advise each Authorized User not to disclose their, PIN to anyone, or make a record of it (in writing or otherwise). We will not be liable for any loss or damage arising from use of a Card at ATMs, point-of-sale terminals or other devices, or from any mechanical or operational failure of any such equipment. You will be responsible for all Transactions for which a PIN is used that are completed, prior to you giving us notice that a Card has been lost or stolen.
- 3.6 **Corporate Contact:** We will only accept instructions with respect to a Business Account from a Corporate Contact for that Business Account, including instructions to issue additional Cards. The credit limit on a Business Account may be increased or decreased on provision of notice to a Corporate Contact for that Business Account. If you wish to remove an individual as a Corporate Contact, you must advise us of their removal in writing. We will not be liable for, and you release us from, any claims, demands, damages, losses, costs, and expenses that you may suffer or incur as result of us acting pursuant to the instructions we receive from a Corporate Contact prior to us receiving notice of such individual's removal as a Corporate Contact.
- 3.7 **Expiry of Card:** Your Card ceases to be valid after the expiry date shown on it. You are deemed to have automatically applied for a new Card two months before the expiry date, unless you advise us in writing that you do not want a new Card. The terms and conditions that apply to your renewal Card will be the ones that accompany that Card.
4. **Interest**
- 4.1 **Interest Rates:** We will charge you interest on Transactions at the interest rate(s) set out in your Disclosure Statement, for the period of time and subject to the conditions set forth in your Disclosure Statement. Current interest rates that apply to Transactions will be set out in your Statement. Interest rates may be changed or supplemented at any time by notice to you in accordance with this Agreement. We will send you a notice in writing of changes to any of your interest rates as required by law.
- 4.2 **Interest Charge:** If interest is charged on any portion of your New Balance, it is determined by multiplying the total interest-bearing portions of your New Balance at the end of each day by the interest rate for the period in question (or, if different interest-bearing portions of your New Balance have different interest rates, by the daily interest rate applicable to each portion). The daily interest rate is the annual interest rate divided by 365 days, or, in the case of a leap year, 366 days. If any daily balance is less than zero, we treat it as zero.
- 4.3 **Interest Accrual:** Subject to any applicable grace period set out in your Disclosure Statement, interest on (a) Purchases and any applicable Transaction Fees, will accrue from the date the Purchase is made, (b) each new Balance Transfer and any applicable Transaction Fees, will accrue from the date the Balance Transfer is posted to the Account, (c) each Balance Transfer and Cash Advance, will accrue from the first day of the applicable Billing Cycle, and (d) balances (including any interest balance) remaining from the previous Billing Cycle and any Transaction Fees, Account Fees and Annual Fees, will accrue from the date such Transactions are posted to the Account. Interest charges that accrue in Billing Cycle that are not paid are added to your New Balance on the following Billing Cycle(s) which means, unless you pay your New Balance on Statement in full, interest charges will compound from one Billing Cycle to the next.
- 4.4 **Grace Periods:** You will not be charged interest on new Purchases (i.e., those appearing on your Statement for the first time), or related Transaction Fees, or Annual Fees, if any, for the grace period set out in your Disclosure Statement, if you pay the New Balance in full by the Due Date. If you do not pay your New Balance in full by the Due Date, you will lose your grace period and be charged interest in the following Billing Cycle(s) on such Purchases until we receive payment in full for the total amount that you owe. There is no grace period for Balance Transfers or Cash Advances, or Transaction Fees associated with either of them.
- 4.5 **Variable Rate:** If your Card is subject to a variable interest rate, that rate is based on an index that is equal to the prime interest rate that Servus charges on Canadian dollar loans plus the percentage shown on your Disclosure Statement. Current variable interest rates will appear on each Statement. You can view the prime rate of interest that is in effect from time to time by calling us at 1.877.378.8728 during Servus' normal business hours, or online any time at www.servus.ca.
5. **Statements & Payments**
- 5.1 **Statements:** We will issue you a statement for each Billing Cycle on a monthly basis (each called a "Statement"). Each Statement will include (a) the applicable Billing Cycle, (b) the Account credit limit, (c) the annual interest rate, (d) the balance of the Account at the beginning of such Billing Cycle, (e) the New Balance, (f) details of Transactions that have occurred during such Billing Cycle, (g) a list of credits to the Account during such Billing Cycle, (h) the minimum payment required to be paid, (i) the Due Date, and (j) such other information we are required to include in a Statement pursuant to applicable law.
- 5.2 **Minimum Payment:** You must make the Minimum Payment set out in each Statement by the Due Date. If you do not make your Minimum Payment by the Due Date, the Account may be reported as delinquent to credit reporting agencies. The Minimum Payment is calculated as set out in your Disclosure Statement. If your Due Date falls on a day that is not a business day (a "business day" being any day, other than a Saturday, Sunday or statutory holiday in Alberta), it will be considered to have been made on time as long as it is received by us in the business day immediately following the Due Date.
- 5.3 **Application of Payments:** If we receive any payment in an amount less than the New Balance, such payment will be applied to the New Balance in the following order: (a) interest (in order from highest rate to lowest rate), (b) fees and service charges, (c) Cash Advances and Balance Transfers, (d) interest-bearing Purchases; (e) non-interest-bearing Purchases; and the remainder, if any, will then remain as a credit in your Account and be applied towards charges which have not yet been included in the applicable Statement, in the same order as shown above.
- 5.4 **Making Payments:** You make payments on the Account by (a) telephone or Internet banking with most financial institutions (which you must set up directly with your financial institution), (b) authorizing us to withdraw an amount from your bank account each month (you must establish a pre-authorized payment plan by contacting us), (c) paying at a local branch or ATM of most financial institutions, or (d) mailing to the "payments" address listed on the front of your Statement.
- 5.5 **Full Payment:** Notwithstanding any provision of this Agreement, you acknowledge and agree that, at any time, we can require you to immediately pay the total outstanding balance on the Account. You will be responsible for costs (including legal expenses on a solicitor and own client full indemnity basis) we incur while trying to collect from you. You and Authorized Users, if any, will no longer be able to use the Account and any Card, and will lose all privileges associated with the Account. If you or an Authorized User tries to use the Account, such transaction(s) may be rejected.
- 5.6 **Credit Balances:** If we credit a payment to the Account and it is later returned, we will re-calculate the Minimum Payment due for the applicable Billing Cycle. You acknowledge that we don't pay interest on credit balances on your Account. We reserve the right to reject any payment if the Account has a credit balance as of the day we receive that payment. You acknowledge that credit balances on the Account are not deposits and, therefore, are not insured by the Credit Union Deposit Guarantee Corporation.
- 5.7 **Foreign Currency:** We will bill you for all Transactions in Canadian dollars. Any Transaction made in any foreign currency, other than United States dollars ("USD"), will be converted to USD and then to Canadian dollars, and if made in USD will be converted to Canadian dollars, using the currency conversion rate established by Mastercard that is in effect on the date that we process the Transaction and that we are required to pay to Mastercard. In addition to the Mastercard conversion rate, we will charge you the foreign currency conversion fee set out in your Disclosure Statement. If you are paying interest on the Account, interest will be charged on the converted amount.
- 5.8 **Statement Issues:** If there is any issue with any information on a Statement, or if you need more information about a Transaction shown on a Statement, you can call us at the following number: 1.844.334.3808. You must contact us as soon as possible but no later than 30 days after the date of the applicable Statement. If we do not receive your call notifying us of the dispute within this 30 day period, the applicable Statement will be deemed to be correct, except for any improper credits to the Account. You acknowledge that we require 40 days to receive a copy of a sales draft from a merchant.
6. **Authorized Users**
- 6.1 **Authorized Users:**
- (a) You acknowledge and agree that (i) Authorized Users have no responsibility to us for any amounts owing on the Account, (ii) we will not recognize or honour any arrangements that may exist between you and any Authorized User for payment of any amount owing on the Account, (iii) Authorized Users can make Transactions under the Account and you are solely liable for all such Transactions, (iv) you may not limit the amount of access or authority you give to any Authorized User, and (v) it is your responsibility to ensure that each Authorized User complies with this Agreement.
- (b) You may cause a person to become an Authorized User by (i) notifying us that you wish to add an Authorized User and we agree to allow that person to be an Authorized User, or (ii) allowing or enabling any person to use a Card or the Account to complete a Transaction. We may limit the number of Authorized Users on the Account.
- (c) A person who is an Authorized User will have full access to the Account until you notify us in writing to remove that person as an Authorized User. You will remain liable for any Transactions we cannot reasonably prevent that are made by an Authorized User that you want to remove, even after you notify us of such removal.

- (d) It is your responsibility to ensure that each Authorized User receives a copy of this Agreement and any replacements or amendments to this Agreement, as well as any notices that affect the use of a Card or your Account.
- (e) By activating a Card in his or her name, an Authorized User agrees to be bound by all of the terms and conditions of this Agreement, except as otherwise provided for in this Agreement.

7. Lost/Stolen Cards

7.1 **Unauthorized Use:** If you have lost a Card, suspect that it has been lost or stolen, or suspect possible Unauthorized Use, you must immediately call us toll-free at 1.844.334.3808, or if outside of North America, call collect at 780.638.8199. You agree that we will consider that all Transactions have been authorized by you until you advise us otherwise. We may take whatever steps we consider necessary to recover lost or stolen Cards, including reporting the issue to the appropriate authorities to facilitate their recovery. If you report your Card lost or stolen, except as noted below, you will not be liable for any Unauthorized Use that occurs after you notify us. The Account also receives the benefit of Mastercard's zero liability policy in the event of Unauthorized Use, subject to certain conditions. For more information, visit: <https://www.mastercard.ca/en-ca/about-mastercard/what-we-do/terms-of-use/zero-liability-terms-conditions.html>.

7.2 **Responsibility re: Unauthorized Use:** You will not be responsible for Unauthorized Use, provided that you: (a) establish to our reasonable satisfaction that you have taken reasonable steps to protect your Card against loss or theft and to safeguard your PIN and other security codes (if any) in the manner set out in this Agreement or as we may otherwise advise you from time to time, and (b) cooperate fully with our investigation, if any. You will remain responsible for all such charges if you voluntarily disclose your PIN or other security code or otherwise contribute to an Unauthorized Use, or fail to promptly advise us that a Card has been lost or stolen or that someone else may know your PIN or other security code.

7.3 **Limitation:** You are not responsible for Unauthorized Use of a Card or the Account in Transactions in which neither a PIN nor a security code is used as a verification method. It is your responsibility to contact local law enforcement if you believe that there has been any Unauthorized Use of the Account. If you don't qualify under Mastercard's zero liability policy, your maximum liability for an Unauthorized Use is \$50.00.

7.4 **Block Use:** You acknowledge and agree that we can block use of your Card and prevent use of your Account without notifying you in advance if we suspect unauthorized or fraudulent use of your Card or your Account.

8. Account Closure

8.1 **Closing Your Account:** If you would like to close the Account, you may do so by notifying us by phone or mail. You are the only person who may close the Account. You must pay all outstanding amounts owing under or in relation to the Account before the Account will be closed, and you acknowledge and agree that all of your obligations under this Agreement continue even after the Account is closed. We have the right to suspend or close the Account at any time for any reason, without notice.

8.2 **Balance Owed on Closing:** If we owe you money after you or we close the Account, we will make reasonable commercial efforts to inform you of the amount we owe you and we will deliver these funds to you upon your request.

8.3 **Closing Actions:** Once the Account is closed, you will (a) destroy or return all Cards, (b) instruct any Authorized User to stop posting Transactions (recurring or otherwise) to the Account (each an "Authorized Transaction"), and (c) not use a Card or the Account or permit any Authorized User to use a Card or the Account. If you do not stop Authorized Transactions, we may permit the Authorized Transactions to occur and you will be liable for the amounts of all Authorized Transactions and any costs and fees associated with them.

9. Indemnity, Limitations & Disclaimers

9.1 **Indemnification:** You agree to be liable to, defend and indemnify us and hold us harmless from and against any and all claims, actions, damages, liabilities, fees, charges, costs and expenses (including legal expenses on a solicitor-and-client full indemnity basis) that we suffer or incur as a result of your breach of this Agreement, or your, or an Authorized User's, use of a Card or the Account.

9.2 LIMITATIONS:

(a) WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND THAT ARISE IN CONNECTION WITH YOUR ACCOUNT OR YOUR, OR AN AUTHORIZED USER'S POSSESSION OF A CARD, OR ANY CARD SERVICES OR BENEFITS, INCLUDING LOST REVENUES, PROFITS OR LOSS OR INTERRUPTION OF BUSINESS.

(b) WE ARE NOT LIABLE FOR ANY DAMAGES (INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) THAT MAY RESULT FROM ANY (A) REFUSAL TO HONOUR YOUR CARD FOR ANY REASON, (B) RETENTION OF YOUR CARD BY US, ANY OTHER FINANCIAL INSTITUTION OR ANY PROVIDER OF GOODS OR SERVICES, (C) DEPOSIT OF A BALANCE TRANSFER

INTO THE WRONG ACCOUNT AS A RESULT OF INCORRECT OR INCOMPLETE INFORMATION PROVIDED BY YOU, (D) DENIAL OF ANY TRANSACTION OR SET OF TRANSACTIONS, OR ANY OTHER LACK OF ACCESS TO YOUR ACCOUNT, WHETHER OR NOT THE REASON WAS WITHIN OUR CONTROL.

9.3 **Business Account Liability:** In consideration of Servus opening a Business Account, you acknowledge and agree that, with respect to such Business Account, each person who receives a Card (other than a Corporate Contact who is not a Co-Applicant) shall be jointly and severally liable for all obligations under this Agreement.

9.5 **Disclaimer:** Servus' website contains links to websites owned and operated by third parties. If you use these links, you leave our website. These links are provided for your information and convenience only and are not an endorsement by Servus of the content of such linked websites or third parties. Servus has no control over the contents of any linked website and is not responsible for these websites or their content or availability and Servus makes no warranties or representations, express or implied about such linked websites, the third parties they are owned and operated by, the information contained on them or the suitability or quality of any of their products or services. If you decide to access and use any third party websites and make use of the information contained on them, and/or enter into any contract for the supply of goods or services from such third party you do so entirely at your own risk. Servus accepts no liability for any damage or loss, however caused, in connection with the use of or reliance on any information, material, products or services contained on or accessed through any such linked website.

9.4 **Survival:** The provisions of this Section 9 will survive termination of this Agreement.

10. Privacy

10.1 **Consent:** You acknowledge and agree that, when you became a member of Servus, we obtained your consent for the collection, use, disclosure and retention of your Personal Information in accordance with the Servus Privacy Policy, which is incorporated into and forms an important part of this Agreement. The Servus Privacy Policy provides complete details on our privacy commitments and is available online at <https://www.servus.ca/privacy/Pages/default.aspx> or by calling us at 1.877.378.8728 to request a copy.

10.2 **OIPC:** The Office of the Information and Privacy Officer for Alberta ("OIPC") may investigate privacy issues brought to its attention under the *Personal Information Protection Act* (Alberta) ("PIPA"). If you have a complaint or inquiry with respect to a privacy issue under PIPA that cannot be resolved or addressed to your satisfaction by us, you may contact the OIPC as follows:

Office of the Information and Privacy Commissioner (Calgary)
Suite 2460, 801-6 Avenue SW
Calgary AB T2P 3W2
Telephone: 1.888.878.4044
Fax: 1.403.297.2711
Web Site: www.oipc.ab.ca

11. Account Programs

11.1 **Rewards Programs:** If you have an Account that allows you to earn rewards that may be redeemed for merchandise, travel or other products and services, the terms and conditions that apply to the rewards program are separate and distinct from this Agreement and are provided to you upon enrolment in the program. These program terms and conditions are available online through one of the following methods: (a) if you have online banking set up, log in to your online banking and click on the link for your Servus Mastercard; or, (b) if you do not have online banking, you will need to visit www.servus.ca/mastercard and follow the instructions for accessing your Servus Mastercard account. You will create your account or log in on the eZCard website, and you will be able to see your Servus Circle Rewards™ particulars through this link.

11.2 **Cancellation of Servus Circle Rewards™ Points:** If your Account becomes delinquent and is submitted to our collections department or collection agents, upon such submission we may, in our sole discretion, cancel all or a portion of your accumulated Servus Circle Rewards™ points without any liability to you whatsoever and you release us from any and all claims that relate to any such cancellation.

11.3 **Affinity or Co-Branded Cards:** The Account may allow you to participate in loyalty programs of other selected companies. These companies do not act on our behalf and they are solely responsible to you for the services and benefits offered through their loyalty programs as well as the administration of such programs, including the means by which you can earn and redeem loyalty program points. These affinity and co-branded credit cards are subject to terms and conditions (which may change from time to time) that are separate and distinct from this Agreement and that you enter into with these companies.

12. Complaints and Issues

12.1 Complaints – General:

(a) If you have a concern or complaint about the Account, you may contact a Servus representative using our contact information provided in Section 13 of this Agreement.

- (b) If your concern remains unresolved after you have complied with (a) above, you may elevate your concern to a senior department manager or our executive leadership team by contacting Director, Corporate Communications by phone or in writing, to MemberRelations@servus.ca, or at our address set out in Section 13 of this Agreement. If contacting us by mail, you must include (i) your name and address or phone number where you prefer to be reached, (ii) your Account number (iii) the details of your complaint, including relevant dates, (iv) copies of applicable Statements and other documents, if available, (v) the name of any applicable merchant, (vi) the dollar amount of a suspected error, if any, and (vii) the name(s) of any associates with whom you have discussed the issue and dates of contact (if known).
- (c) If your concern remains unresolved after you have complied with (b) above, you may contact the Ombudsman for Banking Services and Investments directly. A detailed overview of our complaint handling procedures can be found at: <https://www.servus.ca/about-servus/our-organization/contact-us/pages/addressing-your-concerns.aspx>.
- 12.2 **Complaints – Merchants:** If you have questions or concerns regarding a Transaction or any product or service acquired through the use of a Card, before contacting us you must attempt to settle the problem or dispute directly with the merchant. We are not responsible for any problems or disputes you may have with a merchant or in respect of a merchant not honouring a Card. However, you may contact us to discuss disputes you may have with a merchant with respect to a Transaction or if you need more information about a Transaction on your Statement; although, you acknowledge and agree that we are not obliged to take any action for merchant disputes unless required to do so by applicable law.
- 12.3 **Continued Payments:** Merchant charge-backs are subject to Mastercard rules and regulations, which rules and regulations can be reviewed at www.mastercard.ca. Even if you have problems or disputes with a merchant, you acknowledge and agree that you still owe the New Balance which includes those arising from the disputed Transaction(s). If a merchant gives you a refund and we receive a credit voucher from the merchant, we will deduct the amount of the credit voucher from the amount you owe on the Account. Until we receive the credit, you must make at least the Minimum Payment by the applicable Due Date in order to keep the Account in good standing. If we have charged you any interest as a result of disputed Transaction(s), we may not refund this interest to you. If we agree to credit the Account in respect of a merchant dispute, you agree that your rights and claims with respect to the credit are automatically assigned to us. In certain situations, you may be required to sign additional documentation before we can credit the Account and you covenant and agree to do so.
13. **Notices**
- 13.1 **Notice to Servus:** You may contact us by mail or telephone as follows:
- | | |
|------------|--|
| Address: | Servus Credit Union Ltd.
151 Karl Clarke Road NW
Edmonton, AB T6N 1H5 |
| Attention: | Card Services |
| Telephone: | From Canada or the U.S. (toll free): 1.844.334.3808
From other countries (call collect): 780.638.8199 |
- 13.2 **Notice to You:** You consent to us delivering notices and documents in relation to your Account (including Statements and Disclosure Statements) to you at the mailing address, email address, or telephone number that we have on record with respect to the Account, as the same may be updated by you in writing from time to time.
- 13.3 **Electronic Delivery:** If you enrolled in our electronic communication service at the time you become a member of Servus, or agreed to receiving electronic communications in your Card application, you agree that we may send you any or all correspondence concerning your Account (including Statements, notices of changes to this Agreement, Disclosure Statements, and any other Account notices) by any lawfully permitted electronic method (including by email, or by posting on our website at www.servus.ca/mastercard), and you agree that it is your responsibility to access and read, and you agree that you will access and read, all such correspondence by one or more of these methods. All electronic communications that we send to you with respect to your Account, will be deemed to have been received by you on the day that we send you an email or post the electronic communication on our website, even if you do not access the electronic communication.
- 13.4 **Notice Change:** We will not be able to provide you with changes to this Agreement or other important information if you do not provide us with changes to your address(es) in writing. You and Authorized Users must provide us prompt written notice of any change in address (including e-mail address) if Statements or other correspondence are received by email or other applicable delivery method. This notice may be provided by calling us or writing to us as provided for in this Agreement. If we are not properly informed of any change of address or other relevant information about you, or any Authorized User, you acknowledge that we will not be able to provide Statements, Disclosure Statements or other notices or changes and that the Account will still be subject to such documentation. If any Statement, notice or other correspondence is returned to us because of an invalid address, we will not send you further Statements or other correspondence until we receive an updated address.
14. **Amendment of Agreement & Sale of Account**
- 14.1 **Amending Agreement:** You acknowledge and agree that we may cancel or amend this Agreement (including anything disclosed in a Disclosure Statement), or replace a Card with another Card, at any time for any reason. We will send notice of such changes to the most recent address (including email address) shown in our records. If you use the Account to complete a Transaction after the Agreement is amended, such use will mean you accept the amendment. Amendments (including any higher interest rates, charges, or fees) may apply to both the unpaid balance on the Account at the time the change is made and to all Transactions that occur after the change. If an amendment gives you the opportunity to reject the change, and you do, we may close the Account, require you to pay the outstanding balance remaining in your Account, and ask you to return or destroy all Cards as a condition of your rejection.
- 14.2 **Sale of Account:** We may, without notice to you, sell, assign, or transfer the Account, any amounts due on the Account, this Agreement, or any of our rights or obligations under this Agreement to any person (whether by way of asset sale, merger, reorganization, etc.), thereby entitling that person or entity to our rights/obligations under this Agreement. We may disclose, without your consent but in accordance with applicable privacy law, your Personal Information to the person or entity to which we make any such sale, assignment or transfer. In the event that the purchaser or assignee is located outside Canada, you consent to the processing and storage of your Personal Information in that foreign jurisdiction and that such information shall be subject to the laws of that foreign jurisdiction.
15. **Effectiveness of Agreement**
- When Agreement in Force:** You acknowledge and agree that this Agreement will be of full force and effect, and considered to constitute legal, valid and binding obligations of you and us, concurrently with the first use by you of your Account (whether by use of your Card or otherwise).

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