

## TERMS AND CONDITIONS

For the purposes of this application, the term “**Bank**” shall mean the National Bank of Canada, its successors, and all its subsidiaries offering to the public in Canada deposit and lending services, credit, debit or payment cards, trust, custodial, brokerage, insurance and other personal financial services, including National Bank Trust Inc., National Bank Securities Inc., Natcan Trust Company and Altamira Financial Services Ltd., some of which may be subject to specific statutes. A list of the main Canadian subsidiaries can be obtained at any one of the Bank’s branches.

The term “**I**” shall mean individually and collectively, each of the applicants for the issuance of the National Bank Ultramar MasterCard credit card (the “**Card**”), the spouse of the applicant and any individual providing a guarantee for the applicant, as applicable.

I certify the accuracy and completeness of the information indicated on this application form and I request that a Card be issued by the Bank in my name, and that it be renewed or replaced from time to time. If I have applied for the reduced rate, I agree that it may be refused by the Bank further to a credit assessment.

Should the Bank agree to issue a Card under my name, I undertake to read, and to abide by, the terms and conditions governing the use of the Card issued by the Bank which accompany the Card when issued, as well as the terms and conditions of any and all agreements regarding the services related to the use of the Card and which may be obtained with the Card.

I acknowledge that the first use of the Card shall confirm my receipt and acceptance of the terms and conditions governing the use of the Card and the services related to the use of the Card and which can be obtained with such Card and I agree to be bound by such conditions.

**I understand that I may obtain additional information with respect to the rate of interest applicable to the Card issued by the Bank, upon the date on which the interest begins to accrue, any grace period that applies, with respect to the annual fees to be billed by the Bank following the issue of the Card, and regarding other charges and the amount of any non-interest charges by dialling 1-888-9MY-CARD (toll-free) or (514) 394-1427 in the Montreal area.**

I understand that I am jointly and severally (solidary in Quebec) liable for all indebtedness incurred by transfer of balance or through the use of any one of the Cards issued.

If applicable, I agree that the annual fees shall appear on the first statement following the issuance of the Card, and once a year thereafter.

### COLLECTION, USE AND COMMUNICATION OF PERSONAL INFORMATION

#### Collection

The Bank collects information of a personal nature in order to offer me the regular financial services related to the issuance, management, renewal and replacement of a Card and to insurance products related to the Card (where legislation permits), to understand and meet my needs, to determine my eligibility for various products and services of the Bank, and to protect my interests and those of the Bank.

I agree to provide the Bank with the necessary information about myself for the purposes mentioned in the previous paragraph and I authorize the Bank to obtain personal information about myself from any person likely to have such information (credit reporting and assessment agencies, financial institutions, employers, professionals, individuals given as references, and any person with whom I have a business relationship).

**I specifically agree that the Bank obtains from time to time my credit records and acknowledge being duly advised with regards to this.**

#### Use and communication

- The personal information collected by the Bank, and required in order to provide me with the products and services requested, may be used for the following purposes:
  - to determine my financial situation and my eligibility for various products and services requested, including all the features, programs and services related to the use of the Card, if applicable, as well as to check the authenticity of the information provided;
  - to provide me on a continuous basis with the various financial products and services requested and to enable the Bank to conceive and improve them as well as to conduct its activities, including for statistical purposes or to measure the quality of its customer service and to that matter, the Bank may, from time to time, monitor and/or record the telephone conversations held with me;
  - to convey it to any person working for or with the Bank, including their suppliers and mandataries, to the extent necessary in order to provide me with the products and services requested, notably for data processing and storage as well as for collection purposes and for the supervision of transactions carried out in order to protect me against errors and fraud;
  - to enable the Bank to comply with the applicable legislation, notably the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, which requires that I be duly identified;
  - to disclose them to persons having an interest in the event of a sale, an assignment or any other form of transfer of the Bank’s activities; and
  - to convey my credit file to credit reporting and assessment agencies, to credit product insurers or to other lenders in order to preserve the integrity of the credit granting process, as applicable.

- Some of my personal information notably my name, address, telephone number and other information of a financial nature may also be used and communicated for the following purposes:
  - to offer me other products and services offered by the Bank, its subsidiaries and related corporations as well as its service providers. Such information shall also be added to the client list drawn up and used by the Bank for this purpose;
  - to allow the Bank to communicate it to its subsidiaries, related corporations and Ultramar Ltd. (where legislation permits), so that they may offer their products and services to me; and
  - to make it easier to identify me, to distinguish me from the Bank’s other clients, and to identify me to credit reporting and assessment agencies, financial institutions, employers, professionals, individuals given as references, and any person with whom I have a business relationship. Should the Bank be aware of my social insurance number, I authorize the Bank to use it for these specific purposes.

I expressly authorize the Bank to use and communicate the information for the purposes stated above. I acknowledge that I may, at any time, prohibit the Bank from using and communicating this information for the purposes mentioned in Paragraph 2, subject to reasonable notice. I must then notify the Bank to this effect by calling **1-888-9MY-CARD** (toll-free) or **(514) 394-1427** in the Montreal area, by e-mail at **www.nbc.ca** or at any one of the Bank’s branches. The products or services requested shall not be refused solely because I withhold my consent for the information to be used for the purposes mentioned in Paragraph 2. In all cases, I shall be notified of the consequences of my refusal with respect to the use or communication of the information about myself, particularly the fact that I will no longer receive information on the products and services likely to be of interest to me.

I authorize the Bank to keep the information collected for as long as it shall be needed for the purposes stated in Paragraph 1, even if I am no longer a client of the Bank. I acknowledge that I can also have access to my personal information and correct it, if needed, by calling the Bank at the numbers mentioned above. In addition, I will advise the Bank as soon as possible of any changes related to my personal information for purposes of updating its files.

I understand that I may obtain more information with respect to the Bank’s privacy policies by reading its policy available on its website at **www.nbc.ca** and at the Bank’s branches.

### ADDITIONAL INFORMATION

**Grace period:** No interest will be charged on the purchases made during the month provided I pay my balance in full within twenty-one (21) days following the date of the statement. This grace period shall not apply to cash advances and balance transfers.

**Minimum payment:** The minimum payment to be made to the Bank every period shall be equal to 3% of the unpaid balance indicated on the monthly statement or a minimum of \$10, whichever amount is higher (or the new unpaid balance if it is lower than \$10).

**Monthly statement:** A statement of account is sent on a monthly basis.

Example of credit charges calculated over a period of thirty (30) days.

	Average balance	
Annual interest rate (without annual fees)	\$500	\$3,000
18.9%	\$7.88	\$47.25

### SERVICE CHARGES

I agree that the following fees will be charged to my account, if applicable. The Bank reserves the right to modify the amount of these fees after advising me within a reasonable delay:

Additional copy of sales slip:	\$5.00 (1)
Additional copy of statement of account:	\$5.00 (1)
Balance inquiry:	\$1.00 (2)
Cheque issued for a credit balance:	\$5.00
NSF cheque:	\$20.00
Conversion fee for transactions in a foreign currency:	2.5%
Fees for cash advances:	
- National Bank ATMs:	\$2.00
- National Bank In-Branch (tellers):	\$2.50
- Other financial institutions in Canada (tellers* and Interac** ATMs):	\$2.50
- Other financial institutions outside Canada (tellers* and CIRRUS** ATMs):	\$5.00

\* At a financial institution that is part of the MasterCard Network.

\*\* Trademarks of Interac Inc., MasterCard International Inc. and CIRRUS System Inc. Authorized User: National Bank of Canada.

- No fee will be charged for a transaction carried out within the 30 days following the issuance of statement of account.
- No fee will be charged for a transaction carried out at one of our automated banking machines or for a request made via the Interactive Vocal Response Service.