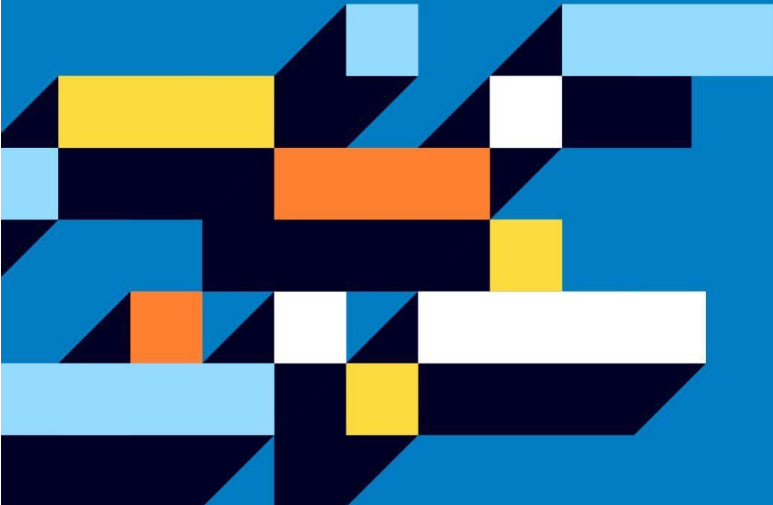




**ATB FINANCIAL**

# **PERSONAL ACCOUNT AGREEMENT**





This booklet contains all the terms and conditions that relate to your personal ATB Account or GIC. If you have any questions, don't hesitate to stop by your local branch or call our Client Care team at 1-800-332-8383

## FOR EASY REFERENCE

1. We agree to provide you with your Account, and all of the services described in this Agreement. In return, you agree to be responsible for your Account, including keeping your Credentials secure, and for any fees or expenses (including overdraft interest) that apply as you use it.
2. We take your privacy seriously. That's why we keep any and all personal information private and confidential. Any personal information we collect about you is subject to our Privacy Statement and our Privacy Code, which is designed to protect your personal information under privacy laws, including Alberta's Personal Information Protection Act. For more information on why we collect your personal information, how we use and protect it, the situations where we may share it, and how you can request access to your own personal information, you can pick up a copy of our Privacy Statement at any branch or on [atb.com](http://atb.com)
3. There are many ways to bank with us. Log in to ATB Personal (either online or through the mobile app), use ATB Telephone Banking, access an ABM, or come into one of our branches.
4. You can always find our current interest rates and fees on [atb.com](http://atb.com), or by asking a team member at any ATB branch.
5. It is your responsibility to keep your Credentials secure. Always keep your Debit Card PIN, ATB Personal login, ATB Telephone Banking password, two-factor authentication codes, any One-Time Passcodes and other sensitive information private. You should also never choose a PIN or other Credential that will be easy for someone to guess.
6. If you suspect fraud on your Account, if your Debit Card is lost or stolen or if you suspect or think that your PIN or any other Credentials have been obtained by a person who is not authorized to transact on your Account, you must contact us immediately at any branch or by calling our Client Care team at 1-800-332-8383.

- 7.** You can choose between paperless and paper statements—whatever makes sense for you. To change your statement preferences, log in to ATB Personal, come into a branch or call our Client Care team at 1-800-332-8383.
- 8.** We offer overdraft protection on most of our chequing accounts. If you go into overdraft, we charge a fee and/or interest on the amount of overdraft you use, depending on the terms of your Account. You'll be able to see any overdraft fees or interest on your monthly Account statements.
- 9.** We offer redeemable and non-redeemable GICs. You can find some information on GICs in this booklet, and more information—including information on early redemption and interest rates—in your GIC Certificate.
- 10.** If you have a joint Account, be aware that each Account holder is fully responsible for the Account, and that you'll need to indicate to ATB the terms under which Account holders have signing authority on your joint Account. These terms determine what happens to the money in your joint Account if one of the Account holders dies.
- 11.** If you have any questions or concerns about your Account, call our Client Care team at 1-800-332-8383 or visit any ATB branch.



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## DEFINITIONS

**ABM:** Automated bank machine.

**Account:** Each of your existing ATB chequing and savings accounts, GICs, and any other personal deposit accounts and GICs you happen to open with us in the future.

**Agreement:** This document is the agreement between you and ATB, and the terms are binding (that means enforceable) against both of us. This Agreement is about your Account.

**ATB Personal:** ATB's online banking service for personal Accounts, which includes both the internet browser-based portal and the mobile application (app).

**ATB Telephone Banking:** ATB's telephone banking service for personal Accounts, which can be set-up by visiting an ATB branch or calling our Client Care team at 1-800-332-8383.

**Certificate:** A document, forwarded electronically or provided on paper, confirming information about your GIC—for instance, how it earns interest and its term.

**Credentials:** The personalized security features you are required to use to access your Account, ATB Personal or ATB Telephone Banking and include your Digital Signature, your Password, your Username, your PIN (personal identification number), any One-Time Passcode, Card Verification Value (CVV) and any other authentication methods or credentials that may be used or added in order to use or access your Account, ATB Personal or ATB Telephone Banking from time to time.

**Debit Card:** Your ATB debit card that you use to access your Account, make purchases and withdraw cash. Any device that you can use to incur charges on your Account(s) will also be considered a Debit Card.

**Digital Signature:** Your Username and Password when used together.

**GIC or Guaranteed Investment Certificate:** Each deposit you have with ATB that pays a specified interest rate (or rates) over

a specific term.

**Item:** A cheque, direct deposit, bank draft or other bill of exchange.

**Malicious Content includes:** i) information or content that may cause harm to you, ATB, or any other person including any other financial institution or intermediary, Interac Corp., Payments Canada, payment system, network, infrastructure or telecommunication company that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content; ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with applicable laws, including personal information protection laws; (iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, link or IP address; iv) deceptive or malicious scripts or codes; v) information, content or language that is threatening, violent, intimidating, or harassing; vi) information, content or language that is offensive, profane, indecent, defamatory, racist, hateful, sexist, homophobic, contains or refers to any obscenity or pornography, illegal, relates to illegal activities, or the inclusion, provision, transmission, receipt, viewing, accessing, obtaining or processing of which is otherwise in contravention of applicable laws; vii) information or content that is used to conduct, encourage, or incite illegal or other harmful activities to the Funds Transfer service, you, ATB, any other person including any other financial institution, Interac Corp., Payments Canada, payment system, network, infrastructure or telecommunication company that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content; viii) information or content that constitutes impersonation, advertising or spam; and/or ix) information or content that infringes intellectual property or proprietary rights.

**Message Detail:** All details in the message field/component (through free form, structured data fields, a uniform resource locator (URL), hyperlink, link or IP address) that may be included with the Funds Transfer.

**One-Time Passcode:** The unique, one-time passcode that you enter for Visa Debit transactions when using Visa Secure.

**Password:** The combination of letters, numbers and/or special characters that you select in accordance with our password guidelines when you open your Account, and that comprises (along with your Username) one half of your Digital Signature.

**PIN:** The four- to six-digit personal identification number that you enter to endorse transactions using your Debit Card. You first set your PIN when you get your Debit Card and you can Change it whenever you want to. Changing it frequently helps to combat fraud.

**Privacy Statement:** The document that details how we collect, use and disclose your personal information, in full the “Personal Information: Collection, Use and Disclosure Statement”

**Signature:** A handwritten signature, an electronic signature or other information in electronic form, including your Digital Signature, that you create, select or adopt and that is unique to you.

**Signature Card:** With respect to an Account, a Signature Card is a document that you sign, or electronic data, that constitutes your Signature and that may be used by ATB to verify who is authorized to give instructions on your Account.

**Username:** The combination of letters, numbers and/or special characters that you select in accordance with our username guidelines when you open your Account, and that comprises (along with your Password) one half of your Digital Signature.

**Visa<sup>®</sup> Debit:** The ability to use the Visa network to process certain debit transactions through your deposit Account linked to your Debit Card.

**Visa Secure<sup>®</sup>:** A service that provides you with increased security when you make online purchases with merchants who participate in the program.

**We, our, us** and **ATB:** ATB Financial.

**You / your:** All the people on the Account, as indicated in our records.

\*Trademark of Visa International Service Association and used under license



## ABOUT YOUR ACCOUNT

**YOUR AGREEMENT:** These are the terms and conditions you agreed to when you opened your Account. Note that if you have an existing account agreement with us (one you got when you opened another Account), this Agreement officially replaces that one.

We rely on the information you give us. It's your responsibility to ensure that all the information you provided on your application was true and accurate, and that you've given us all of the information we'll need to service your Account.

You agree that while you hold your Account, we may obtain information about you (including credit information) from sources outside of ATB to confirm your identity or credit worthiness.

You agree to pay any fees that you incur using your Account, and to pay any other expenses (including overdraft interest) that you're responsible for. You'll find more details about applicable fees and expenses in this document. You can always check our current interest rates and fees on [atb.com](https://atb.com) or by visiting a branch.

**PERSONAL INFORMATION & PRIVACY:** We're committed to maintaining the confidentiality of your personal information. Any personal information that we collect about you is used and disclosed in accordance with our Privacy Statement. You should have received a copy from us when your Account was opened. You can find the most current version at any branch or on [atb.com](https://atb.com)

We collect personal information about you for various reasons, including setting up and maintaining your Account and meeting our legal obligations. We'll collect different information depending on the type of Account that you have with us. If we notice unusual, improper, suspicious or prohibited transactions on your Account, we may need to inform the government and law enforcement authorities about the activity.

ATB uses service providers in the United States for the purpose of maintaining and storing your Debit Card information. If you have any questions or concerns about the personal information that is

collected and retained by ATB, you can call us at 1-800-332-8383 or email our privacy officer at [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com)

**YOUR RESPONSIBILITY:** When you open an Account with us, you take on certain responsibilities. You are responsible for keeping your Credentials secure. This means that you cannot share them with anyone, and you cannot pick numbers, Passwords, PINs, codes or other security Credentials that would be easy for someone to guess. If someone uses your Account and you did not comply with your responsibilities under this Agreement you will be responsible for those transactions.

You should also note that, if you are liable for amounts owed to us –like if any Debit Card transaction places your Account into a negative balance, or you receive cash or a credit in error as a result of a system malfunction or for any other reason – you agree to reimburse us for any amount owing immediately upon demand. We may also recoup any amounts owed to us from time to time arising from or in connection with this Agreement, including any applicable interest and fees that are owed to us, by deducting such amounts from the Account or any other account in your name (including joint Accounts) at ATB.

## ABOUT OUR LIFE-STAGE ACCOUNTS

**GENERATION ACCOUNT:** The Generation Account is designed for people under 20. If you're under 20 and interested in saving, you're eligible to open a Generation Account with us. If you're over 20, you can open a Generation Account for someone else who is under 20, or jointly with someone else who is under 20.

As the holder of a Generation Account approaches their 20<sup>th</sup> birthday, we will reach out to let them know it's almost time to change their Account type, and to offer some information on the available options. If, after turning 20, the holder doesn't let us know what type of Account they want to switch to, we'll choose one that seems to fit their banking needs and automatically transfer the Account.

**OPENING AN ACCOUNT FOR SOMEONE UNDER 20 (INCLUDING YOURSELF):** If you open an Account for or with a person who is under 20, you will be responsible for all of the actions and activities that the person who is under 20 takes with respect to the Account (whether in person, by way of using a Debit Card or otherwise) as if you did those transactions yourself—that includes all spending and all cash withdrawals and fees charged as a result, and includes any misuse of the Account.

What this means is that if the person who is under 20 does not comply with this Agreement, for example by not keeping their Credentials confidential, not advising us if they lose their Debit Card or suspect that their Credentials have been compromised, or by allowing a third party to access the Account, then in all of these cases, you, as the primary account holder, will be responsible for these actions as if you yourself did not comply with this Agreement. You also agree to compensate us for any losses that we may suffer or incur as a result of any of the actions taken by the person under 20.

**STUDENTS FIRST ACCOUNT:** If you're enrolled in a full-time educational program at a Canadian university, college or technical school, then you can open a Students First Account. We'll ask you to show us proof of enrollment by September 30 of each year that you hold a Students First Account.

Once you've finished your studies, or if you don't give us proof of enrollment by September 30, we'll notify you that you have to switch your Account. If we don't hear from you, we'll choose one that seems to fit your banking needs and automatically transfer your Account.

**FREEDOM ACCOUNT:** Anyone 59 or older is eligible for our Freedom Account. You can be joint account holders on a Freedom Account if at least one of you is 59 or older. Only one Freedom Account per person is permitted. We'll do our best to contact you on or before your 59<sup>th</sup> birthday to let you know this account is available to you.

## DEPOSITS

**DEPOSITS:** You, or any other person with access to your full name and Account number, can deposit money into your Account at any time. If we have concerns about the deposit, we can always choose not to accept it. You don't need to, nor should you ever, give your Credentials to anyone making a deposit into your Account.

If we've credited your Account with a deposit that is later dishonoured or returned (a bounced cheque, for example), we'll then debit your Account for the amount of that deposit. To process the debit, we may create an overdraft on your Account, use any available overdraft protection on your Account, or, if your Account is connected to a line of credit, we may charge the line of credit. You'll be responsible for any applicable fees and interest owed.

If any of your Account details change—for instance, if you get a new Account number or close your Account—make sure you notify anyone (like your employer or the Canada Revenue Agency) that is depositing money into your Account. We aren't responsible for letting them know, or for any charges or losses you might incur because you forgot to notify them.

If you make a deposit to your Account, you authorize us to endorse it on your behalf. We are not liable for endorsing any Item deposited.

**HOLDS:** If you deposit cash into your Account through a team member at one of our branches, we won't hold the funds. That means you'll get access to the newly deposited funds right away. If you deposit cash into an ABM, there may be a hold on that money until we verify that you deposited cash and not a cheque. Generally speaking, we place a hold on any non-cash deposit (like a cheque). The hold gives us time to make sure the Item is legitimate.

What happens if a deposited Item isn't legitimate? See the second paragraph under the Deposits section, above.

**NOTE:** Regardless of whether or not we place a hold or a release on a deposit, we do not guarantee that the deposit won't later be dishonoured.

## SPENDING

### WAYS TO BANK WITH US:

- Use your Debit Card at any ABM or store in Canada that has a debit machine with the *Interac*<sup>®</sup> symbol. If you have a Visa logo (in addition to the *Interac* logo) on your Debit Card, use your Debit Card at ABMs and to make purchases in-store, online and via mail order and telephone order, anywhere Visa or Plus is accepted.\*\*
- Log in to our online banking service, ATB Personal, either on your computer ([personal.atb.com](http://personal.atb.com)) or through the mobile app.
- Use ATB Telephone Banking.
- Drop by any ATB branch.
- Call ATB Client Care (1-800-332-8383).
- Use cheques, if you have a chequing Account.
- Set up pre-authorized payments to pay bills.
- Sending or receiving Funds Transfers.
- Any other way we may have available to you, now or In the future.

All the various ways that you access your Account may be subject to other terms and conditions, depending on the circumstances (such as when you use online banking or set up a pre-authorized debit with a third party). These additional terms and conditions are separate from this Agreement, and this Agreement continues to apply to your Account when additional terms and conditions also apply.

\*\*If you do not have a Visa logo on your Debit Card, but want to use Visa Debit, please visit your nearest branch or call us at 1-800-332-8383 to order a replacement Debit Card which will come Visa Debit enabled.

<sup>®</sup>*Interac* and the *Interac* logo are registered trade-marks of Interac Corp. Used under license.

## **WITHDRAWING CASH:**

- a. In Canada: You can use your Debit Card to withdraw cash at any ABM in Canada that accepts *Interac*. These transactions will be processed through the *Interac* network.
- b. Outside Canada: If you have a Debit Card without a Visa logo on it, then outside of Canada you can use your Debit Card to withdraw cash at any ABM that accepts Cirrus, and these transactions will be processed through the Cirrus network. If your Debit Card has a Visa logo on the front, then outside of Canada you can use your Debit Card to withdraw cash at any ABM that accepts Visa or Plus. These transactions will be processed through the Visa network.

You will have to enter your PIN to use your Debit Card for all ABM withdrawals, inside or outside of Canada.

**PURCHASES:** While shopping in Canada, you can use your Debit Card to make point of sale (**POS**) purchases at stores that accept *Interac*—and to get cash back at stores that offer it. These transactions will be processed through the *Interac* network. If the store has tap to pay or *Interac* contactless payment terminals, simply tap your Debit Card to make your purchase (up to any limit that may be set by *Interac* or ATB). If not, or if the purchase is over any applicable limit, you will have to insert your Debit Card and enter your PIN to complete the transaction. If you prefer, you can turn off the tap feature on your Debit Card so that you must always enter your PIN. To turn off the tap feature (or turn it on again), just call the ATB Client Care team at 1-800-332-8383 or drop by any branch during business hours. The change will take effect after you complete your next successful PIN-based ABM or POS transaction in Canada. You can turn the tap feature back on again by doing the same.

If you have a Debit Card that is Visa Debit enabled, your Debit Card can be used to:

- a. Make in-store POS purchases outside of Canada anywhere Visa is accepted. These purchases may require tapping/inserting/swiping your Debit Card, entering your PIN, or signing a receipt, depending on the merchant. These transactions will be processed through the Visa network;
- b. Make online purchases, mail orders and telephone orders through retailers that accept Visa Debit. These transactions will be processed through the Visa network; and
- c. Make advance purchases, such as hotel reservations or car rentals with merchants who accept Visa Debit. In these situations, remember that funds in your Account will be immediately put on hold by the merchant, but that the final purchase amount may differ from the amount initially withdrawn. These transactions will be processed through the Visa network.

**PRE-AUTHORIZED PAYMENTS:** You will be responsible for all pre-authorized payments charged to your Account—including those charged using a Debit Card number after this Agreement has ended, the Debit Card is cancelled or your Account is closed. If a Debit Card is cancelled or your Account is closed, you must notify any merchants who have pre-authorization to charge transactions using the Debit Card number or to the Account.

Merchants may be enrolled in services that allow ATB to automatically provide them with your new Debit Card details (including Debit Card number and expiry date) to ensure that pre-authorized payments continue. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Account and review your statements to make sure the pre-authorized payments have been discontinued.

**CHEQUES:** We charge a fee to issue paper cheques. You can request cheques for most types of Accounts.

It's your job to keep your cheques in a safe place. If any of your cheques are ever lost or stolen, you must let us know immediately by calling ATB Client Care at 1-800-332-8383.

Instead of mailing your processed cheques back to you, we scan them and send you the cheque images with your monthly statement (if you receive paper statements) or post them in ATB Personal along with your monthly e-statement (if you receive paperless statements).

**BILL PAYMENTS:** You can pay many of your bills (such as electricity, water, internet and phone) using ATB Personal, ATB Telephone Banking, at an ABM, or at a branch. It's a good idea to know your payees' rules regarding when your Account will be credited with an online, mobile or ABM payment, so you don't inadvertently incur late fees. We won't be responsible for those late fees.

**FUNDS TRANSFERS:** If ATB permits, you may be entitled to transfer or receive funds by wire transfer, Interac e-transfer or any other method that permits the inclusion of information or a payment message with the transfer (Funds Transfer): (i) from your Account to another account or another person (a Beneficiary); or to your Account from another account. You must provide instructions for a Funds Transfer request at any branch, or in any other manner that ATB may permit.

Upon submitting a Funds Transfer request, you authorize ATB to debit the necessary funds from your designated Account in order to complete the Funds Transfer instructions. ATB will not process the Funds Transfer if your Account does not contain sufficient available funds to complete the Funds Transfer or the completion of the Funds Transfer would exceed the credit limit or the designated funding Account's overdraft. In the case of a Funds Transfer being sent via our tax pay service, ATB may, in its sole



discretion, process the Funds Transfer request even if your Account does not contain sufficient available funds, but you will be responsible for any fees, charges or interest incurred due to insufficient funds or your Account going into overdraft.

If ATB permits you to receive Funds Transfers sent by a third party into your designated Account, the content of any message or information contained in the Funds Transfer (including the Message Detail) may contain Malicious Content. The inclusion of any link in the message or information contained in the Funds Transfer (including the Message Detail) does not imply endorsement, investigation or verification by ATB of the information contained within such link. You acknowledge there may be risks associated with receiving, viewing, accessing, obtaining or processing such message or information. Such risks include, but are not limited to, introducing a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component into your hardware, software, systems and/or programs that may result in the damage, corruption, loss and/or leakage of data, system crashes, and being unable to access data, applications, and the like. You freely assume and accept these risks.

You are responsible for the contents of any messages or information sent or received using this Funds Transfer service, including the Message Details, and you are prohibited from sending or receiving a message or information that contains Malicious Content.

ATB may, in its sole discretion, choose to decline to act on any Funds Transfer instructions, and may return any Funds Transfer received, if ATB reasonably believes that: (i) any Malicious Content is being transmitted in any message or information accompanying any Funds Transfer, including the Message Details; (ii) the Funds Transfer is being sent to or originated from a sanctioned country, (iii) the Funds Transfer instructions or Funds Transfer is unauthorized, incomplete, erroneous or otherwise fraudulent; or (iv) the Funds Transfer instructions or Funds Transfer otherwise does not comply with the terms of our services, the by-laws, rules, guidelines, requirements and standards of any applicable payment system or network, or applicable laws.

Without limiting any other provision of this Agreement, you discharge and release ATB from, and will indemnify and hold ATB harmless for, any claims arising in connection with this Funds Transfer service, including as a result of any messages or information sent or received using this Funds Transfer service, including if Malicious Content was transmitted in any Message Detail, or ATB declining or returning a Funds Transfer instruction.

**STOP PAYMENTS:** If you need to stop a payment, contact us as soon as possible. While we are able to stop most unprocessed payments (for example, a cheque you've written that has not yet been cashed), there are some situations in which we may be unable to stop a payment for you, including those in which a payment has already cleared your Account, a pre-authorized payment has been set up with a third party, or we simply don't have sufficient time. That's why it's important to contact us as soon as possible and with the exact details about the payment you're trying to stop.

## ABOUT YOUR DEBIT CARD AND PIN

**DEBIT CARD:** We'll issue you a Debit Card with a PIN that you can use to access the money in your Account. While the Debit Card is for your use, it is our property and we can ask you to return it to us at any time, or we can replace it at any time. Any Account linked to your Debit Card may be debited subject to the terms and conditions in this Agreement.

**EXPIRY DATE:** Your Debit Card has an expiry date, indicated on the front. A new Debit Card will be issued to you before your current Debit Card expires. Your old Debit Card will be deactivated once you have activated your new Debit Card or once the expiry date on your old Debit Card has passed, whichever happens first.

Your new Debit Card will come personalized with your name. If you would like to receive a personalized card sooner, you can visit your nearest branch or call us at 1-800-332-8383 to request one.

**LIMITS:** Typically, we set three different limits on your Debit Card: one limit on how much money you can withdraw at an ABM in a single day, a second limit on how much you can spend using your Debit Card in a single day, and another limit on how much you can spend online via card not present transactions in a day.

You also may have a limit on the size of purchase you can make using contactless payment with your Debit Card.

These limits are in place to protect you from losses in case your Debit Card is compromised, lost or stolen. We may let some purchases go through your Account that are over your set limits, and generally, we only reduce limits—or change limits without letting you know—when we suspect fraud (although we reserve the right to do so for other reasons).

If you have any questions about your limits, call us or stop by any branch. We'll be happy to answer your questions and work with you to set limits that make sense for your needs.

**FOREIGN CURRENCY TRANSACTIONS:** When you buy something with your Debit Card in a foreign currency, or withdraw cash in a foreign currency at an ABM, we convert the amount of your purchase or withdrawal into your Account's currency using the exchange rate in effect on the day that we process the conversion (not necessarily the day you make the transaction). We also charge applicable conversion fees at this time.

For more information about conversion fees, and the terms and conditions applicable to your specific account type, please refer to [atb.com/personal](https://atb.com/personal)

If you return something you bought and there is a refund credited to your Account in a foreign currency, the applicable exchange rate on the day that we process your refund transaction may not be the same exchange rate on the date we first processed your purchase transaction, so the amount of your refund might be less than the amount of your original purchase. In that case, you'll be responsible for the difference.

**YOUR PIN:** You're responsible for any transactions made with your Debit Card using your PIN, any One-Time Passcode and/or any other valid Credential.

It is your responsibility to always keep your PIN (and any One-Time Passcode) safe, secure and confidential, and you are responsible for the care and control of your Debit Card. Do not tell anyone what your PIN (or any One-Time Passcode) is, or choose one that is easy to guess (more about that later). Do not give your PIN or One-Time Passcode to anyone—you are not only responsible for any transaction that you make but also any transaction that any other person makes with your Debit Card when your PIN and/or a One-Time Passcode is used, even if you didn't authorize it. Bad actors will claim to be from ATB and ask for your PIN or One-Time Passcode—we will never ask you for this information, so you must never give them to anyone claiming to be from ATB.

If we notice that your Debit Card has been compromised, or if you report your Debit Card lost or stolen, we'll place a hold on your Account and arrange to get you a new Debit Card. If this happens, you will need to choose a new PIN.

Change your PIN often; say, every month. Changing your PIN makes it harder for bad actors to get access to your Account. You can change your PIN at any ATB ABM or branch. It takes less than a minute. Set a monthly reminder in your calendar to change your PIN.

Do not choose a PIN that is easy to guess. If you do so and someone figures it out while trying to use your Debit Card, you will be responsible for any transaction(s) they process.

**YOUR RESPONSIBILITIES:** As part of your responsibilities under this Agreement, you are legally required to:

- Never keep any record of your PIN near or with your Debit Card (such as in your wallet or by your devices you use to access ATB Personal or ATB Telephone Banking);
- Never write your PIN on your Debit Card;

- Not choose a PIN that is easy to guess—you should not use your birthday, your dog's name, your home address, your social insurance number, or any combinations that are easy to remember (such as 1-2-3-4 or 7-7-7-7);
- Not choose a PIN that you use for any other purposes;
- Cover the keypad when entering your PIN, using your hand or body as a shield, while making sure that no one can see you;
- Never give your PIN, Debit Card number or One-Time Passcode to anyone, regardless of how close someone may be to you or if the person asking is law enforcement or claims to be from ATB;
- Never use a POS terminal or ABM that appears to have been altered in any way (call the police instead); and
- Always keep your Debit Card in your possession and take care of it, including keeping it in sight at all times when making a purchase.

If you have any questions about your responsibilities regarding your PIN and Debit Card or any security Credential, you can always give ATB Client Care a call at 1-800-332-8383.

**YOUR LIABILITY:** It is extremely important that you understand that you are responsible for the full amount of all activity that is transacted on your Account by the use of a valid Debit Card and/or your PIN or One-Time Passcode and/or any other valid Credential—by you or by any other person—subject only to the exceptions we set out below.

This includes when you use your Debit Card at a merchant or give a merchant your Debit Card information or any other valid Credential to complete a transaction (that is not in-person) or you authorize someone else to do so.

What this means is that you are liable (legally responsible) for all transactions and losses that arise from the use of your Debit Card or PIN or One-Time Passcode:

- When you authorize someone else to use your Debit Card or PIN;
- When you disclose your PIN or any other Credential to someone else;
- When you make fraudulent or worthless deposits or transfers (including where you enter an incorrect amount or forget to include the deposit when using an ABM);
- When you make an error at a merchant's POS terminal (such as entering an incorrect amount or completing a transaction twice), unless the error made was a result of a technical problem or system malfunction.
- When you use your Debit Card when there are insufficient funds in the Account; and/or
- When there is an unauthorized transaction and you contributed to the unauthorized use.

**NOTE:** You contribute to the unauthorized use of your Debit Card when you do not comply with your responsibilities under this Agreement (for example, if you disclose the PIN, a One-Time Passcode or any other Credential to someone or you do not keep your Debit Card, PIN, any One-Time Passcode, or any other Credential secure, safe and confidential, or you select a PIN that is easy to guess).

**NOTE:** If you opened an Account for or jointly with a person under 20, you (the person over 20) will be financially responsible and liable for all activity in the Account, including all transactions, applicable fees and any interest charges.

If you are found liable for any unauthorized transaction(s), you agree that your liability for losses may exceed the available balance or credit limit of the Account if:

- The Account has a line of credit or overdraft protection, or is linked with any other Account(s); or
- A Debit Card transaction is made on the basis of a fraudulent deposit at an ABM.

In the above cases, you acknowledge that we may have to create an overdraft, use overdraft protection or, if the Account is connected to a line of credit, we may charge the line of credit. You'll then be responsible for the amount of the transaction(s), plus any applicable fees and interest.

You would not be held liable for losses that result from:

- Circumstances that are beyond your control, including losses resulting from technical problems, a merchant making an error at the merchant's payment terminal (such as entering an incorrect purchase amount), our errors or other system malfunctions; or
- The unauthorized use of the Debit Card after you've reported it to us as lost or stolen, or where you have reported to us that the PIN may be known to someone else, or where the Debit Card is cancelled or expired.

**CONTACT US:** If you have an issue with an unauthorized transaction, you should contact ATB Client Care immediately at 1-800-332-8383.

**LOST OR STOLEN DEBIT CARD OR PIN:** It is a critical part of your responsibilities under this Agreement to contact us immediately if you notice (or suspect) that your Debit Card is lost or has been stolen, or if you suspect that someone else may know your PIN and/or is using your Debit Card.

You're not responsible for any transactions that occur after you tell us about the loss, theft or compromise provided that you complied with your responsibilities under this Agreement and kept your PIN and Credentials safe, secure and confidential. Failure to meet your responsibilities detailed above would result in you being held responsible for all transactions that occurred, authorized or not.

**BAD ACTORS:** There are many people who will use fraud or try to trick you into giving them your Debit Card number, your PIN or other Credentials: we call these people "bad actors". Remaining vigilant against them requires questioning every interaction you have that involves your banking information. Sometimes, bad actors will

send you emails or texts and even call you pretending that they are ATB in an attempt to trick you into giving them your PIN, other Credentials, your Debit Card number or other personal information. ATB will never contact you by any of those means and ask for that information. It is important for you to be cautious and remember the rules you are agreeing to in this Agreement—you have to keep your PIN and Debit Card number (and other Credentials) confidential. You cannot give it to anyone who asks for it.

**OTHER SERVICE PROVIDERS:** Sometimes there are businesses that offer services that include aggregating your Account balances at different institutions to help you manage your finances. While these companies (found on different websites) are not necessarily bad actors, if you provide your PIN or other Credentials to them to allow them to provide you with their services, you will have breached your responsibilities under this Agreement to keep your PIN and other Credentials confidential. That means that if anyone gains access to your Account, the protections that are set out in this Agreement for unauthorized use of your Account will not apply to you.

**PROBLEMS WITH MERCHANTS:** We're not responsible for any problems you may have with merchandise purchased with your Debit Card.

**INTERACZERO LIABILITY POLICY:** You're not liable for losses resulting from unauthorized Interac transactions (one where your Debit Card and PIN, contactless payment or mobile device are used as a result of you being tricked, forced, intimidated or robbed) if you satisfy these three (3) conditions:

1. You exercised reasonable care in safeguarding your Debit Card from any unauthorized use, loss or theft.
2. You immediately report to us any loss or theft of the Debit Card.
3. You notify us of the unauthorized transactions within a reasonable time.

However, you may still be liable if we reasonably determine that you contributed to the unauthorized transaction.



**VISA ZERO LIABILITY POLICY:** You're not liable for losses resulting from unauthorized Visa Debit transactions if you satisfy the following three (3) conditions:

1. You exercised reasonable care in safeguarding your Debit Card (and any One-Time Passcode and other Credentials) from any unauthorized use, loss or theft; and
2. You immediately reported to us any loss or theft of your Debit Card; and
3. You notified us of the unauthorized transactions within a reasonable amount of time.

However, you may still be liable if we reasonably determine that you contributed to the unauthorized transaction. (We describe above what that means and how that can happen.)

**VISA SECURE:** If you have a Debit Card that is Visa Debit enabled, it automatically comes with Visa Secure). By using Visa Secure you confirm that you agree to comply with these provisions:

- When you use your Visa Debit Card for an online transaction, your transaction will go through the Visa Secure authentication process where it will be assessed for risk. At this point, you may be asked to enter your One-Time Passcode to authorize your online purchase. The prompt will be sent to the mobile number and/or email associated with your Account. It is critical that this One-Time Passcode is not shared with anyone – including someone who claims to be from ATB. If you did not initiate the transaction that triggered the One-Time Passcode, contact ATB immediately as you will be responsible for all transactions that result from the successful entering of this Credential.
- The purpose of these verification procedures is to confirm that you are the person who is engaging in the online transaction so that we can reduce the incidence of fraud on your Account.

- You are not required to use Visa Secure, but if you are attempting to make a transaction using a Visa Debit Card and don't respond to the prompt and enter your One-Time Passcode, we won't be able to authorize your purchase—you will need to use another form of payment.

Access to the internet: To use Visa Secure, you need to have accessibility to the internet and you will be required to pay any fees that may be associated with such access. Alerts or One-Time Passcodes sent via phone call, email or text may not be delivered to you if your internet or telecommunications service is down, your mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, message delivery may be interfered with by factors beyond the control of your internet or telecommunications provider or wireless carrier, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be received in a timely manner and that your internet or telecommunications provider or wireless carrier does not guarantee that alerts will be delivered. Providers and carriers are not liable for delayed or undelivered messages.

Your personal information: We use your personal information to administer Visa Secure, for record keeping and reporting purposes and to resolve any transaction disputes we may have. We may also provide the personal information that we have about you in connection with your use of Visa Secure to law enforcement or regulatory authorities to allow them to investigate any suspected misuse of your security details.

What you are responsible for: You are responsible for all of your transactions when you use Visa Secure. This means that you will be responsible for your use of any One-Time Passcodes you receive—be sure to not tell them to anyone or write them down anywhere.

About our role: We are not responsible if Visa Secure does not work because of factors that are beyond our reasonable control, and we do not make any guarantees with respect to the operation

of Visa Secure. Make sure you are making purchases from merchants you trust.

Ending or changing Visa Secure: Visa Secure and the way it is used in relation to your Debit Card may change from time to time to reflect changes to Visa Secure made by Visa, payments security practice, technology/other systems, regulatory/legal obligations, and/or our business priorities. When possible, we will give you reasonable notice of any major changes. We may prevent you from using Visa Secure if we think that someone else is using or trying to use your Debit Card or your One-Time Passcode or is trying to make a purchase without your permission. We can also stop Visa Secure where we believe that either you or someone else is using Visa Secure illegally or where we believe there is a possibility of fraud.

Viruses: You are responsible for making sure that your information technology, computer programs and platform allow you to access Visa Secure. You should always have virus protection software installed on your devices, and you must keep it updated with the latest operating system software, security patches and anti-virus and antispyware programs. When you use Visa Secure you must not misuse the service. You must not knowingly introduce viruses, trojans, worms, or other material that may be malicious or technologically harmful. You must not attempt to gain unauthorized access to Visa Secure, or any connected server, computer or database. You must not attack Visa Secure in any way.

## **IMPORTANT INFORMATION ABOUT FRAUD**

There is a lot of fraud that can happen with respect to Accounts and it is important to familiarize yourself with the methods that bad actors may use to mislead or deceive you so that you do not become a victim of fraud and have your Account compromised.

**FAKE WEBSITES & REQUESTS FOR INFORMATION:** You should know that there are a lot of fake websites out there, including fake ATB websites! These fake websites are often used in circumstances where you are contacted unexpectedly by phone, email, text, direct message or pop-up with a request to update your Account information or to reconfirm your identity with ATB.

You should be careful before you click on any links to ensure they are legitimate. You should never click a link or download an attachment from someone you don't know. Fake websites try to trick you into providing your Account information or Credentials. When you click on the link, you're taken to the fake login page and asked to verify your information, which goes straight to the bad actor—who can then log into your Account and access your funds. These fake websites often use a URL that looks similar to a legitimate website's URL at first glance, but they have small changes that can be found once you look closer—this is called a “spoofed domain”. You should always check the URL of a website closely and use a website checker.

You should know that ATB will never text, email or call you asking for personal or Account information so you should never give out any personal or Account information or Credentials in a call, text or email. ATB will not be responsible for any losses you incur if you provide your Credentials to a bad actor posing as ATB or otherwise or provide any personal information through a fake website or in a scam phone call. It is important to always be on the lookout for bad actors and to exercise caution.

**ELECTRONIC INSTRUCTIONS:** One of the other common methods of fraud occurs when a person or organization's email address or their mobile device is compromised or “taken over”. In these circumstances, you will be contacted by what appears to be a person or organization that you know—but actually it is a bad actor who has taken over their account or mobile device. You may be asked to move funds to a different account from the one that you are used to, or to send funds to a different or new destination. Remember that email account and mobile device takeovers do happen: always follow up and ask questions with the actual person live by talking to them on the phone or in person before you follow any new instructions or take instructions in a manner different from the way you normally take instructions in these types of situations. You are responsible for instructions that you provide to us and that we act upon, even where the underlying instructions were not who you thought they were from.

**EDUCATE YOURSELF:** Given the prevalence of fraud (especially online fraud), it is important that you educate yourself in respect of current fraud trends and scams by reviewing the Government of Canada's Anti-Fraud Centre website or by visiting [atb.com/fraud](http://atb.com/fraud) so that you do not fall victim to any of these schemes. Always exercise vigilance; if you have a feeling that something isn't right, you are probably correct. Where a deal is too good to be true it probably is not a real deal. It is important that you exercise caution – other than in certain circumstances as described in this Agreement, ATB will not be responsible if you are the victim of fraud.

## OVERDRAFT PROTECTION

**OVERDRAFT PROTECTION:** Overdraft protection is the ability to overdraw your Account—in other words, to withdraw more money than you have in your Account. Overdraft protection can provide an alternative to high-interest credit card debt, and offer you peace of mind in situations where you need immediate access to additional funds. Most of our personal chequing accounts have the option to include overdraft protection.

**APPLYING FOR OVERDRAFT PROTECTION:** To apply for overdraft protection, talk to someone in your nearest ATB branch or call ATB Client Care at 1-800-332-8383. Because overdraft protection is considered credit, we need to review your credit history when you apply for overdraft protection, and whether or not you're approved is dependent on that review.

**OVERDRAFT LIMIT:** Once you're approved for overdraft protection, we'll let you know what your overdraft limit is (it'll also be on your monthly Account statements). You can use your overdraft in the same ways as you can access funds in your Account, including by cheque, pre-authorized debit, making Funds Transfers or using your Debit Card. We may allow or disallow transactions that for any reason would exceed your overdraft limit.

**INTEREST AND FEES:** You're charged fees and interest for overdraft protection only if and when you use the service. For any month in which your Account goes into overdraft, you'll pay either the overdraft protection fee or the amount of interest that has accrued, whichever is greater.

We may offer a certain Account where we charge interest only. If you have this Account, you'll pay interest on your daily overdrawn balance, and every month we'll add up all of the daily interest charges to figure out how much interest you have to pay.

You'll find your interest rate and any applicable overdraft fees on your monthly Account statement. You can always find our current interest rates and fees on [atb.com](https://atb.com) or in any branch.

**PAYMENT:** Every month, you need to make sure you deposit enough money into your Account to cover any overdraft fees or interest charged during the month, plus any amount by which your Account is overdrawn that exceeds your overdraft limit. We can ask you to repay the full amount of your overdrawn balance, and any unpaid overdraft fees and interest, at any time.

**STOPPING OVERDRAFT PROTECTION:** You can stop overdraft protection at any time—just let us know and we'll stop applying it to your Account. We also have the option to stop your overdraft protection, specifically in the cases of fraud, bankruptcy or nonpayment. In those cases, we don't have to notify you in advance that we are discontinuing the service.

If you don't follow the rules or terms of the overdraft protection section of this Agreement, you'll be in default of this Agreement and we can refuse to authorize your transactions, or terminate your overdraft protection service without letting you know. When you're in default, we may decide to apply payments that you make in any way we choose. We may also ask that you provide us with collateral to secure repayment of your overdraft. You agree to provide the collateral when we ask, and you acknowledge that you'll be bound by the terms of the additional collateral documents. Whether you choose to stop overdraft protection on your Account or we terminate your overdraft protection, you'll still be responsible for

repaying the overdrawn amount, plus any unpaid overdraft fees and interest.

**OVERDRAFTS WITHOUT OVERDRAFT PROTECTION:** Even if you don't have overdraft protection on an Account, we may still permit an overdraft to occur on your Account. If you happen to go into overdraft without overdraft protection, then you'll have to repay the overdrawn amount immediately, and we'll charge you interest at the overdraft interest rate in addition to our current overdraft fee (for overdrafts without overdraft protection), regardless of the total interest. Visit [atb.com](https://atb.com) or any ATB branch for current interest rates and fees.

## ACCOUNT OWNERSHIP & ACCESS

**YOUR SIGNATURE:** The Username and Password that you created (and any other Credentials created or provided to you) when you opened your Account will be your Digital Signature, which you agree may be used by us as your Signature for the purposes of a Signature Card. You agree that the Signature Card (encrypted and stored in our system) will be used as the Signature Card for all Accounts and services that you have with us at any time. The opening of any Account by you with the use of your Digital Signature will constitute your acceptance of the terms and conditions of this Agreement as well any additional terms and conditions governing any other Account.

**YOUR RESPONSIBILITIES:** It is your responsibility to keep your Username and Password, as well as any other Credentials you use to access your Account, safe, secure and confidential. Under this Agreement, you agree to never provide your Username or Password to any person, nor to select a Username or Password that is easy to guess.

Your responsibilities that are set out in this Agreement in respect of keeping your PIN and Credentials safe, secure and confidential also apply equally in respect of your Password. As such:

- Never keep any record of your Password near your device or in your wallet;
- Do not choose a Password that is easy to guess

- Do not choose a Password that you use for any other purposes;
- Never give your Password to anyone, regardless of how close someone may be to you or if the person asking is law enforcement.

**You are responsible for any transaction made on your Account where your Password and Username are used.**

If you think or you suspect that an unauthorized person has obtained your Username and Password, you must notify us as soon as possible. We are not responsible for acting on any instructions that we believe are received from you prior to notification of any unauthorized access.

**PROVIDING ACCOUNT INSTRUCTIONS:** There are many ways to give us instructions on your Account, including coming into a branch, calling ATB Client Care at 1-800-332-8383, through ATB Personal or ATB Telephone Banking. In some cases, we'll accept instructions by email or fax, but keep in mind that email and fax are not secure forms of communication, nor can we guarantee when we would end up reading the communication.

We'll act on any instruction(s) where the proper Username and Password is provided to us and treat any such instruction(s) as valid even if they were not made by you or with your authority—in other words, when we get an instruction and your Username and Password are used, or they come from your email address provided to us, we have the authority to act and rely on that instruction and we will treat it as a valid and binding instruction directly made, signed, initiated or transmitted by you, if we believe the instruction was given by you.

We do not have any obligation to inquire as to the validity of any instruction(s) provided as above

We'll not be responsible for any loss you may incur because we acted on instructions that we thought were genuine, or because we didn't act on instructions that we thought were improper, unlawful, fraudulent or mistaken.



**SIGNING AUTHORITY:** Joint Accounts can have signing authority set up in one of two ways:

- **Either/any:** This means that any one (or more) of the Account holders can provide instructions (so, any one holder can provide instructions on the other(s)'s behalf); or
- **Both/all:** This means that all of you must provide any instructions.

**NOTE:** If you don't select a signing authority option when you open a joint Account, then the Account's signing authority will be set as either/any.

Instructions related to funds in joint Accounts must follow the Account's signing instructions; however, we can contact any one Account holder to discuss the Account and:

- Even if the signing authority for the Account is set up as both/all, you agree that any one Account holder can deposit funds to the Account, request a stop payment, receive statements and other notifications, and provide instructions that don't move funds from the Account.
- Even if the signing authority is set up as either/any, we can ask for all of the Account holders to confirm instructions that have been provided by only one Account holder.

**ACCOUNTS HELD JOINTLY:** If an Account is held by more than one person (in other words, if there is more than one Account holder), then how we treat the ownership of that Account will depend on how the signing authority was set up in our records.

- If the signing authority is set up as either/any, then we treat the Account ownership as joint with a "right of survivorship." This means that if one of you dies, the surviving Account holder will own the Account funds solely, or if there is more than one surviving Account holder, the Account funds will be owned jointly by them.

- If the signing authority is set up as both/all, then we treat the joint Account holders as “tenants in common.” This means that if one of you dies, then the surviving Account holder(s) don’t automatically become the owners of all remaining funds. The deceased’s share of the Account funds will transfer to their estate to be disbursed as per their will, or as otherwise required by law.
- Unless we’re informed otherwise, we assume that the Account funds are owned in equal shares by each of the joint Account holders. For example, if there are two Account holders, we assume that you each own 50 per cent of the funds in the Account, unless you tell us otherwise. Also, if an Account is held by more than one Account holder, then you’re each “jointly and severally liable” for all amounts owed to us. This means that you’re each individually responsible for the full amount owed to us by any of the joint Account holders, regardless of who incurred the amount owing or how it occurred (this includes overdrawn balances and fees and interest relating to overdraft and overdraft protection).
- If the Account is a GIC, then any one of you is entitled to redeem the GIC. See the Redeeming Your GIC section of this Agreement for more details on GIC redemption options.

**ESTATES AND POWERS OF ATTORNEY:** If an Account holder dies, we’ll need estate documentation from the estate representative to figure out what to do with the Account(s). Once we have this estate documentation, then we’ll release each Account’s funds according to the Account’s signing authority (see the previous section for more details about this). We may ask for the death certificate and a will, or ask for a grant of probate.

If the Account is a non-redeemable GIC and we’re asked by the deceased’s estate representative (or the survivor in the case of a joint Account), we’ll redeem the whole GIC and pay the estate or the survivor as applicable. We may charge early redemption fees but will let the estate representative (or survivor) know the amount of these fees (if any) when they ask to withdraw the funds, at which time they can confirm if they still wish to withdraw the funds.

Interest may also be paid if the funds are withdrawn, and will be reported to the Canada Revenue Agency as required.

You may also appoint an attorney or attorneys to look after your Account. We may not accept the appointment of the power of attorney if the power of attorney document or the appointment is not acceptable to us.

**TRUST ACCOUNTS:** If the Account holder is a trust that is classified as a passive Non Financial Foreign Entity (NFFE) for FATCA\* purposes or a passive Non Financial Entity (NFE) for CRS\*\* purposes that holds any of the Accounts with ATB (whether it is a chequing or savings account, a GIC, or any other type of personal deposit account), you must notify us annually if any discretionary beneficiaries receive a distribution from the trust. A discretionary beneficiary is any party who, under the terms of the trust, is allowed—but not required—to receive monies from the trust. You must notify us annually of all such discretionary beneficiaries who receive a distribution by providing us a completed Self Certification Form prior to December 31 of the year in which the payments are received. Self Certification Forms can be obtained by contacting your advisor, your branch, or by calling ATB Client Care at 1-800-332-8383.

\*The Foreign Account Tax Compliance Act (FATCA) requires Canadian financial institutions to report financial accounts held by US residents (including US citizens regardless of where they live) to the Canada Revenue Agency (CRA).

\*\* Similarly, the Common Reporting Standard (CRS) requires Canadian financial institutions to report financial accounts held by residents of countries other than Canada and US to the CRA. The CRA provides the reported account information annually to governments where the account holders reside. The information exchanged between governments is used in fighting tax evasion and promoting voluntary compliance with tax laws.

## FEES AND OTHER CHARGES

**FEES:** Most of our accounts have a monthly service fee, which covers a set number of transactions and services. The fee is automatically debited from your Account every month. If our fees or the included transactions and services change, we promise to let you know in advance. We also charge fees for transactions and services that aren't covered in your monthly service fee. These fees come out of your Account at or around the time you make the transaction or use the service.

Our current fees for transactions and services are always available online at [atb.com/accounts](https://atb.com/accounts) or in any branch. All fees are charged in the currency of the Account.

If you owe us or any of our affiliates (like ATB Securities Inc.) any amount for any reason, you agree that we can deduct amounts from one or more of your Accounts to repay some or all of that debt or liability. We'll also deduct, from any of your Accounts, any amount that we have paid you or credited to one of your Accounts if we determine that an Item is in any way fraudulent or has an endorsement error, or if we determine that we may incur a loss if the payment or credit is not reversed. In any of these cases, we'll charge for all of the costs that we incur. You acknowledge that, in deducting any of these amounts from your Account, we may create an overdraft in your Account. Refer to the Overdraft Protection section for details.

**INTEREST:** Some of our Accounts pay interest, but you may need to keep a minimum amount of money in your Account to receive the interest or a specific interest rate. Interest is calculated daily and paid monthly. Interest rates change from time to time (and could even be reduced to zero per cent) and we aren't required to notify you when they change. Visit [atb.com/rates](https://atb.com/rates) or visit a branch to see our current interest rates.

There may be times when we offer bonus interest on select savings accounts for net new money deposited to ATB for a set period of time. Bonus interest is calculated daily and paid monthly based on net new balances for eligible transaction types. Maturing investments deposited to a savings account are not eligible for bonus interest but will continue to receive the regular interest rate.

## GICs

**INTEREST:** Interest is the return you receive on money held in your Account—in this case, your GIC. Most ATB GICs earn interest calculated daily as simple interest (as opposed to compounding interest) at the rate indicated on the GIC Certificate. If your GIC earns interest differently, this difference will be noted in the space next to "Interest Option" on your Certificate, under "Product

Information". Regardless of how your GIC earns interest, all interest earned will be paid to you on the maturity date on your Certificate.

Interest is only paid during the term of the GIC. Go to [atb.com/rates](https://atb.com/rates) or visit a branch to see our current interest rates.

**REDEEMING A REDEEMABLE GIC:** If your confirmation Certificate says that your GIC is redeemable, you can withdraw the whole amount at any time. You can also withdraw a portion of the principal amount at any time, provided that the specific product type allows for partial redemptions and the principal amount invested remains greater than or equal to the minimum investment amount.

Although we process all withdrawal requests right away, it might take more time than you expect for you to access your principal and interest. For GICs that have an original term of less than one year, it could take up to 10 days for you to receive your funds. For GICs that have an original term of one year or more, it could take up to 30 days for you to receive your funds.

If you withdraw your redeemable GIC within the first 30 days into the term of the GIC, we won't pay interest on it.

If you withdraw your redeemable GIC after the first 30 days into the term of the GIC but before the date of maturity, we'll pay you interest at our early redemption interest rate. (Go to [atb.com/rates](https://atb.com/rates) or visit a branch to see our early redemption interest rate.)

Any interest paid if you withdraw your redeemable GIC will be reported to the Canada Revenue Agency as required.

**REDEEMING A NON-REDEEMABLE GIC:** If you have a non-redeemable GIC, you agree that you won't withdraw the funds before the maturity date.

In certain circumstances, we may allow you to redeem your funds before your GIC's maturity date. Be aware that you will be subject to an interest rate penalty fee and an administration fee, which we will notify you of before you confirm that you want to redeem the funds. As in the case of a mature GIC redemption, any interest paid will be reported to the Canada Revenue Agency as required.

You can withdraw your Springboard GIC on any anniversary of opening it or up to five business days thereafter. We will pay you full interest up to the last anniversary date.

**MATURITY:** When you purchase a GIC, you decide what to do with the money when the GIC matures—your choice is in the “Interest and Maturity Options” section of the GIC Certificate.

**INCOME TAX REPORTING FOR SPRINGBOARD GICs:** If you have a Springboard GIC, the amount of interest that we report to the Canada Revenue Agency on your tax slip in a year may not be the amount of interest you’ve accrued for that year. Except in certain circumstances, the Income Tax Act requires us to average the interest rate over the term of the GIC.

## STATEMENTS

**PAPERLESS STATEMENTS (E-STATEMENTS):** Ready to save a tree? Sick of paper clutter? You have the option to switch to paperless statements. Switching to paperless statements means agreeing to receive and review your statements electronically through ATB Personal. We may still send you a paper statement or notice on occasion, if we need to send you important information we believe you should receive in writing.

**PAPER STATEMENTS:** If you’ve chosen to continue receiving paper statements, we’ll mail them out addressed to the first two people listed as Account holders on our records. The statements will be sent to the mailing address that we have in our records for the Account, so you should double check that your information is up to date.

## LEGAL TERMS & CONDITIONS

**AMENDMENTS:** We can change any of the terms of this Agreement at any time. If we do, we’ll notify you by sending you a notice (written or electronic) and/or by posting a notice on our public websites. If you make any transaction on your Account after the effective date of a change to this Agreement, it will mean that you agree to the change. To obtain a copy of any changes or a current version of this Agreement, please visit [atb.com](http://atb.com)

**PROCESSING ITEMS:** You waive presentment, protest and notice of dishonour on every Item that we receive in any way for deposit or acceptance on your Account. This means that you waive certain formal legal requirements to make it easier for us to process any Item that we receive for your Account. You'll be liable to us for any Item received for your Account as if it was presented, protested and given notice of dishonour in the usual way. ATB, in its discretion, may note or protest any such Item for any reason at your expense. ATB will not, however, be liable to you for any failure or omission to note or protest any such Item.

**NOTICES:** Any notices we send you by mail will be addressed to the first two people listed as Account holders on record and sent to the mailing address that we have in our records. You can select to receive notices by electronic methods if and when these methods are available. Simply indicate your consent to receive notices by your preferred method and agree to any terms that apply to the consent. If you need to make a change to your address or notice choice, send us a written notice, visit your ATB branch or call ATB Client Care at 1-800-332-8383.

**INACTIVE ACCOUNTS & UNCLAIMED BALANCES:** When you haven't conducted any transactions on your Account for a year, your Account is considered inactive. We'll notify you if this happens, starting with a letter two years after the last transaction you conducted on your account.

When your Account is inactive, you may have limited access to the funds in your Account. According to the ATB Financial Act, balances must be designated as unclaimed after two years of account inactivity. Unclaimed balances that have not been claimed within 10 years of the date of designation will either be paid to the Province of Alberta or retained by us. If this happens, you'll still be able to retrieve your money from us (we'll just need to see proof of your identity), or from Alberta Finance if we've transferred it.

- For Accounts with balances under \$250 CAD (or equivalent), we'll keep the funds if they're not claimed within 12 years from the date of the last transaction on your Account.

- For Accounts with balances of \$250 CAD (or equivalent) or greater, the money will be sent to the Province of Alberta if it hasn't been claimed within 10 years of the date the Account is designated as unclaimed.

We'll make sure to notify you at specific intervals to remind you what will happen with the money if you don't claim it, and we may charge a fee to send out those notices.

**SEVERABILITY:** If a Court determines that any section or sections of this Agreement are not enforceable, we'll treat that section or sections as if they weren't in the Agreement, and the rest of this Agreement will remain in effect and will be unaffected by the removal of the unenforceable sections.

**DISPUTES:** If there is a dispute over funds in your Account or in relation to any instructions given on your Account, we have the right to pay the money into Court and recover from you any expenses—including legal costs—that we incur. In the event of a dispute or if we need to determine the ownership of the funds, we also have the right to freeze the Account or freeze any of the funds in the Account.

**ACCOUNT VERIFICATION:** It's your responsibility to review your Account activity at least once a month. If you find an error or something seems wrong, let us know so we can look into it for you. If you find an error and wish to dispute it, you must notify us within 60 days of the date a transaction or Item was either posted to your Account or missed. If you don't notify us within that time period, then you agree that your Account transactions and balances are conclusively accurate, regardless of whether you actually received your statement or otherwise reviewed the activity on your Account. We may still debit your Account for any amount that was credited in error or returned to us or dishonoured.

**GOVERNING LAW:** This Agreement is governed by the laws of the Province of Alberta and the laws of Canada that apply in Alberta, and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

A court in the Province of Alberta can only grant a judgment in Canadian dollars, even if the dispute is regarding your foreign



currency Account. For foreign currency Accounts, if you owe us money in another currency and we obtain a judgment against you in an Alberta court, the judgment will be in Canadian dollars. The judge will use an exchange rate in place on the date of the judgment to determine the amount due to us in Canadian dollars. If, on the date you pay us, the amount of the judgment is no longer equivalent to the amount you owe us in the foreign currency because the exchange rate has changed, you promise to pay us the difference.

**HEADINGS:** We have inserted headings into this Agreement as a reference and for your convenience. They're not part of this Agreement and don't form part of the terms and conditions in this Agreement.

**ENDING THIS AGREEMENT:** Either of us (you or ATB) can end this Agreement by notifying the other of our desire to do so. We'll give you a reasonable amount of time before ending the Agreement. No matter who ends the Agreement and for what reason, you're still responsible for any outstanding amounts owed to us and you'll still be responsible for all of your obligations under this Agreement until all amounts owing are paid in full. We may deduct any amounts you owe from any of your accounts with ATB.

**ASSIGNMENT:** This Agreement is binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. We may assign our rights and obligations under this Agreement at any time, without notice to you. You may not assign your rights or obligations under this Agreement.

**LIMITATION OF LIABILITY:** In addition to the matters outlined in this Agreement for which we are not responsible, we will not be liable to you for other damages or losses, unless caused by our gross negligence, including damages or losses you incur: because we acted on your instructions, or on instructions that appeared to be from you; or because we didn't act on your instructions because we thought they were improper, unlawful, fraudulent or mistaken; or for any reason beyond our control.

Under no circumstances will we be liable to you for any indirect, special, consequential, exemplary or punitive damages or losses in connection with your Accounts or in relation to any service that we

provide to you, and whether or not your claim is made under this Agreement or otherwise. This will apply even if we knew such damage or loss was possible or even likely to occur, and even if it was caused by our negligence.

If we suffer any damages or losses because we carried out your instructions on your Account, you agree to pay us for the amount of those damages or losses.

You agree to indemnify us for any loss we may suffer, including legal costs, and to hold us harmless from all claims against us or any of our directors, officers or employees, by reason of or arising from this Agreement or the use of the Account.

**OUR RIGHTS:** We reserve any rights that we may have under the law and we do not accept any liability that we have not expressly agreed to assume in this Agreement or under the law. If we waive any of our rights under this Agreement or at law at any particular time, it doesn't mean that we're waiving those rights for any future situation, whether similar or not.

**OUTSTANDING DEBTS & LEGAL COSTS:** In any situation where we're enforcing the terms and conditions of this Agreement, if we incur legal costs in doing so, then you'll be obligated to pay us for those legal costs. We may deduct the legal costs from any of your Accounts or we may require you to pay us directly.

**SERVICE OF DOCUMENTS & DEMANDS FOR INFORMATION:** If we receive any lawful demand related to your Account, whether for money from your Account or for information in relation to you or your Account, then we'll comply with that demand. We'll deduct from your Account any costs that we incur in complying with the demand.

**USE OF AGENTS:** When we provide you with any service, including processing any transaction on your Account, you acknowledge that we may use a service provider or agent to help us. This help might include clearing cheques, making payments to various accounts or third parties, or performing or facilitating any other service that we have agreed to provide to you under this Agreement. The service provider or agent is not liable to you directly.

## FEEDBACK

**We value your input.** We always welcome your feedback. You can share your thoughts, ideas, questions and concerns by dropping into one of our branches, calling ATB Client Care at 1-800-332-8383 or visiting [atb.com/feedback](https://atb.com/feedback) (where you'll also find information on our client complaint and resolution policy).

Thanks for taking the time to read through your ATB Financial Personal Account Agreement. As always, if you have any questions, please stop by any ATB branch or give us a call at 1-800-332-8383.

