

# ATB Financial

## Mobile Wallet Terms and Conditions

**Please note that standard message and data rates may apply to text messages under these Terms and Conditions**

Effective: May 5, 2021

### 1. Introduction

In this Agreement, the words:

**"Account"** means the account associated with the Card;

**"Account Agreement"** means all agreements, including any amendments, between you and ATB governing your use of the ATB Financial MasterCard or ATB Interac debit card, as applicable;

**"ATB"** means ATB Financial;

**"Card"** means any eligible ATB Financial MasterCard or ATB Interac debit card issued by ATB to you;

**"Device"** means any mobile or wearable device, tablet, watch or other electronic device that the Wallet provider determines is eligible to be used with the Wallet;

**"Networks"** means MasterCard® and/or Interac®;

**"You"** and **"your"** means the person responsible for the Card;

**"Wallet"** means a mobile wallet application or any other electronic payment system into which your Card may be enrolled or added by you;

**"We"**, **"our"** and **"us"** refer to ATB, the issuer of your Card.

### 2. Agreement

These Terms and Conditions are a legal agreement between you and ATB. It is important that you read and understand these Terms and Conditions because you will accept and agree to be bound by these Terms and Conditions when you click on or otherwise electronically activate "I accept", "accept", "I agree", "agree", "OK", "submit", "continue", "approve", or otherwise acknowledge your acceptance according to on-screen instructions during registration of any eligible Card in the Wallet or prior to using the Wallet. If you do not agree with these Terms and Conditions, you must not use the Wallet.

### 3. Adding a Card

If you wish to add an eligible Card to the Wallet, you are required to follow the procedures of the Wallet provider plus any further procedures as may be required by ATB. **Such**

**procedures may require sending you an SMS text message confirming addition of the Eligible Card to the Wallet. Standard message and data rates may apply to all such messages.** Only the Cards that we indicate are eligible can be added to the Wallet. You will not be able to add a Card to the Wallet if: (i) your Card has been cancelled or suspended; (ii) your Account is not in good standing; (iii) we cannot authenticate the Card in accordance with our procedures; or (iv) we suspect that there may be fraud associated with the Card.

#### **4. Your Agreements with ATB**

The terms of the Account Agreement in place between you and ATB in respect of your Card do not change when you add an eligible Card to the Wallet, and will continue to govern any Cards enrolled in the Wallet. This means that any applicable interest, fees and charges that apply to your Card will also apply when you utilize the Wallet to access your Card. While ATB does not charge you any fees for adding an eligible Card to the Wallet, the Wallet provider or other third parties (such as wireless carriers or data service providers) may charge you service fees in connection with your use of your Device or the Wallet. When your Card is enrolled in the Wallet, your Device will be deemed a Card for the purposes of the Account Agreement, as the context requires.

#### **5. Your Agreements with the Wallet Provider**

You understand that the Wallet provider will have its own terms, conditions and policies that apply to the use of the Wallet and you will be required to agree to those terms, conditions and policies in order to use the Wallet. The Wallet provider may terminate the Wallet at any time.

#### **6. Using the Wallet/Transaction Limits**

The Wallet provides you with another method to make purchases with your Card. The Wallet allows you and anyone else who has access to and use of your Device to make purchases using a Card that has been added to the Wallet wherever the Wallet is accepted, subject to Card activation and pre-set limits (which are subject to change). When you use your Card through the Wallet to transact with a merchant, it is the same as if you swiped, inserted, waved, tapped or otherwise presented your physical Card or signed the credit card slip or electronic signature device presented by the merchant and/or inputted your personal identification number to transact. Wallet transactions will be added to your Account billing statement, transaction history and Account statements (as applicable). You are financially responsible for all such transactions and associated interest charges and fees in accordance with the Account Agreement. Please remember if you are using a Card in the Wallet that requires you to activate the Card, you may have to activate the Card before using it in the Wallet. ATB, the Wallet provider, and/or the merchant may, in each of their discretion, establish from time to time a maximum dollar limit for a single transaction that may be completed using your Card to make purchases through the Wallet. ATB may

also limit the types of transactions that may be completed using your Card to make purchases through the Wallet. As a result, you may not be able to use the Wallet to complete a transaction, even if your Account is in good standing. If a transaction is not completed because it exceeds a maximum dollar limit, or is a type of transaction that cannot be completed through the Wallet, we encourage you to use your physical Card to complete the transaction. If you have any questions or concerns on how to use the Wallet or if you are having problems using your Card through the Wallet to make purchases, we encourage you to contact us by dropping by an ATB branch or by calling us at 1-800-332-8383.

## **7. ATB is not Responsible for the Wallet**

We are not responsible for the performance or non-performance of the Wallet or for you being unable to use the Wallet for any transaction. The Wallet may not be accepted at all places where your Card is accepted or outside of Canada. We are not responsible in the event that a merchant refuses to accept a payment using the Wallet. Because ATB is not the Wallet provider, we are only responsible for the Card and for supplying information securely to the Wallet provider to allow the Card to be used in the Wallet. We are not responsible for the security of information that you provide to it or that is stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.

## **8. Security**

You are responsible for the care and safety of your username, User ID, passwords, passcodes and any other information (including biometric information) and credentials required for you to make purchases with your Card using the Wallet ("Credentials"). You will keep the Credentials confidential and secure from all persons. If you share your Credentials or Device with others (including without limitation, by allowing others to enroll their fingerprint, set up a passcode on your Device or otherwise), they may be able to access your Device and the Wallet to make purchases with your Card through the Wallet, view transactions on your Device (including by way of Notifications, which may be visible on your Device without any requirement for you to enter a login or password), or otherwise obtain your personal information.

You must notify us immediately by calling 1-800-332-8383 in the event that you believe your Credentials have been lost, compromised or stolen or that someone may have used your Credentials without your authorization. In addition, given that your Device can be used like a Card to make purchases, you must notify us in the event that your Device is lost or stolen in the same manner as if your actual Card was lost or stolen. We will resolve any potential fraudulent purchases in accordance with your Account Agreement.

## **9. Removing a Card from the Wallet/Blocking Transactions**

ATB reserves the right to discontinue offering or supporting any Card enrolled in the Wallet. We can, in our discretion, also block, suspend, restrict or terminate the use of an otherwise eligible Card from the Wallet at any time, subject to applicable law, including if: (i) we suspect fraud on your Card; (ii) your Account is no longer in good standing; (iii) you violate these Terms and Conditions or your Account Agreement; (iv) applicable laws change; or (v) directed to do so by the Networks. You can remove one or more of your Cards from the Wallet by following the Wallet provider's procedures for removal. Before you sell, give away, or dispose of your Device, you must remove your Cards from the Wallet, otherwise the Card may be available to the person who obtains your Device and you will remain responsible for any transactions completed with your Device.

## **10. Notifications**

You may receive notifications, through a notification system on your Device, upon completing transactions using your Card, including transactions linked to both your physical Card and the Wallet (each a "Notification"). You may turn off Notifications at any time by adjusting the settings in the operating system of your Device. We are not responsible for any failure to provide you with information (including Notifications) through the Wallet at any time or for any reason. You should not rely on Notifications to confirm the final amount of any transaction. There may be transactions for amounts that are different than your final purchase when it is posted to your Account. Refer to your Account billing statement, transaction history or Account statement, as applicable, to confirm the final amount of any transaction.

## **11. Disclaimer of Warranties/Limitation of Liability**

You agree and acknowledge that your use of the Wallet is at your own risk. ATB is not responsible for the security, accuracy or any other aspect of the content or function of the Wallet or for any third party's products or services provided in connection with the Wallet. You acknowledge that ATB is not responsible for access, use and maintenance of a Card in the Wallet, as ATB does not operate or control the Wallet, the Wallet provider, or the networks of wireless carriers. To the fullest extent permitted by law, the Card in the Wallet is provided to you "as is" and "as available" with all defects that may exist from time to time and without warranty of any kind. ATB further disclaims all warranties and conditions with respect to the Wallet.

ATB will not be responsible for: (i) any circumstance that delays, interrupts or otherwise impacts or prevents your ability to use your Card with the Wallet; (ii) the accuracy of information displayed through the Wallet or on your Device; (iii) the accuracy of information displayed through any wireless service used to access, use or maintain your Card in the Wallet; (iv) the privacy or security of the electronic transmission of personal information through any third party connections and Networks; or (iv) if there is a security

breach affecting any information that is stored in or sent from the Wallet or your Device.

## 12. Privacy

By requesting to enroll a Card in the Wallet, you acknowledge that ATB will collect from you and share with the Wallet provider, the Networks and with other service providers, certain personal information about you. This will enable you to enroll your Card in the Wallet and use the Wallet. Such information includes your name, your address and information about your Card. ATB uses this information:

- a. to verify your identity;
- b. to authenticate the provisioning of your Card to the Wallet provider;
- c. to provide you access to the Wallet;
- d. to support your card in the Wallet;
- e. to complete any purchase you make using the Card through the Wallet;
- f. to make transactional information available to you in the Wallet (for example, to display transactions linked to both your physical Card and the Wallet);
- g. to monitor your Account for fraud;
- h. for internal analytics and reporting; and
- i. to monitor and enforce ATB privacy policies.

You hereby consent to the collection, use and disclosure of your information for these purposes and in accordance with our Privacy Statement and Privacy Code which can be obtained at [www.atb.com](http://www.atb.com), from an ATB branch or by calling 1-800-332-8383. You acknowledge that some information that is obtained by ATB in connection with the use of your Wallet is stored in the United States of America by third parties. You may access ATB's Out of Canada Service Providers Statement at [www.atb.com](http://www.atb.com) under the heading "Privacy and Security". If you have any questions regarding the collection, use or disclosure of your personal information outside of Canada, you may contact ATB's Privacy Officer by e-mail to: [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com), or at:

ATB Financial Privacy Officer  
#2100, 10020 – 100 Street,  
Edmonton, Alberta T5J 0N3

You may also contact ATB's Customer Care Centre at: 1-800-332-8383.

If you have any questions about our Privacy Statement, our Privacy Code, or our privacy practices, or if you would like to review your personal information, please contact an ATB branch, call our Customer Care Centre at 1-800-332-8383, or write to ATB's Privacy Officer. You understand and acknowledge that third parties, such as the Wallet provider, the Networks and our service providers will have access to certain details with respect to Card transactions made using the Wallet. Any information you provide to the Wallet provider through the Wallet or to any third party is subject to their security policies and governed by their respective privacy policies and not the ATB Privacy Statement and Privacy Code.

### **13. Amendments/Terminations**

ATB reserves the right to stop participating in the Wallet and accordingly, ATB may terminate these Terms and Conditions and availability of the Wallet at any time. We may also amend these Terms and Conditions at any time by providing notice to you of such amendments and may be provided by ATB by uploading a revised set of Terms and Conditions to the Wallet. Notice of the amendments may be given either before or after the coming into effect of such amendments and may be provided by ATB by uploading a revised Terms and Conditions to the Wallet. These Terms and Conditions can also be found on atb.com. You also agree to regularly review these Terms and Conditions as are made available for viewing in the Wallet or on atb.com. Your use of your Card in the Wallet after the later of either the notice or the date the amendment comes into effect, constitutes your consent to such amendments. You can terminate these Terms and Conditions at any time by removing all your Cards from the Wallet.

### **14. Notices**

By enrolling your Card in the Wallet, you consent to receive electronic communications, notifications and messages from ATB and from service providers working on our behalf to service your Accounts with respect to the use of your Card in the Wallet, including enrollment and transaction information, by way of: (i) e-mail, to the e-mail address you have provided to us in connection with your Card and the Wallet; (ii) by SMS text (Standard message and data rates may apply); (iii) through the Wallet and/or Wallet provider itself; and (iv) through Notifications. You agree to update your cellular telephone number and e-mail address in the event that it changes by dropping by an ATB branch, by calling us at 1-800-332-8383, or by communication through the ATB Online messages function. You may contact us if you wish to withdraw your consent to receive such electronic notification, but if you do so, you will be unable to use the Wallet.

### **15. Choice of Law and Jurisdiction**

These Terms and Conditions shall be governed and interpreted in accordance with the laws in force in the Province of Alberta and you agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta.

### **16. Headings**

The headings to each section of these Terms and Conditions are added for convenience and do not change the meaning of any provision of these Terms and Conditions.

### **17. Language**

These Terms and Conditions and all related documents have been drafted in the English

language at the express request of the parties. Le present document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.