

B&Ag - ATBOnline™ Business Access and Services Agreement

1. INTRODUCTION

1.1 Definitions:

Unless otherwise defined elsewhere in this B&Ag – ATBOnline Business Access and Services Agreement (“Online Access Agreement”), the words:

“Account Agreement” means the account agreement between ATB and the Customer in relation to the operation of the Accounts;

“Accounts” means all of the accounts of the Customer at ATB;

“Administrator” is the individual designated as such pursuant to Article 3 of this Online Access Agreement;

“Alerts” has the meaning given to it in Section 11.1;

“Application” has the meaning given to it in Section 4.6;

“ATB” means Alberta Treasury Branches operating as ATB Financial;

“ATB Business Mobile” means access to ATBOnline Business using mobile devices through websites designed specifically for such devices or through Applications;

“ATBOnline Business” is the Alberta Treasury Branches business online system that may be used by the Administrator or any User to directly access Services or other Account information through a personal computer or mobile device, and ATBOnline Business includes ATB Business Mobile;

“Authorized Contacts” is the Administrator, any Users and any other individuals designated by the Customer, its agents or its authorized representatives, in the manner set out by ATB, to use the Services;

“Basic Services” means the Bill Payments as outlined in Article 7, Stop Payments as outlined in Article 8, Transfers Between Accounts as outlined in Article 9, E-transfers as outlined in Article 10, Alerts as outlined in Article 11, Information Reporting as outlined in Article 12, and Remote Cheque Deposit Service as outlined in Article 13;

“Business Day” means any day that is not a Saturday, Sunday or a day in which ATB is required or permitted to be closed in the province of Alberta;

“Cash Management Master Agreement” means the Cash Management Master Agreement between ATB and the Customer pursuant to which Cash Management Services are offered;

“Cash Management Services” means those services to which the Customer subscribes and ATB agrees to provide as outlined in the Cash Management Master Agreement between ATB and the Customer and any accompanying Service Schedules;

“Cross Currency Transfer” has the meaning given to it in Section 9.2;

“Customer” means the legal entity designated ‘customer’ within the Online Application;

“Damages” has the meaning given to it in Section 16.1;

“Deposit Date” has the meaning given to it in Section 13.9;

“Deposit Item” has the meaning given to it in Section 13.4;

“Device” means a computer, laptop, mobile device, wearable device, tablet, watch or any other electronic device that supports access to the Services and that ATB allows the Customer to use to access the Services;

“E-Statement” has the meaning given to it in Section 12.1;

“E-transfer” means an *Interac* e-Transfer either received or else sent through the E-transfer Service;

“E-transfer Question” means the security question and answer that is designated by a sender of an E-transfer, and the E-transfer Question is used for verification purposes in the E-transfer Service;

“E-transfer Service” means the *Interac* e-Transfer service that ATB offers through ATBOnline Business that allows the Customer to receive funds from and, subject to ATB’s implementation requirements outlined within Article 10 herein, to send funds to, third parties by way of email or SMS messaging;

“Image” has the meaning given to it in Section 13.2;

"Information Reporting" means transaction and balance information regarding Accounts, credit card products and loans of the Customer which is presented on ATBOnline Business;

"Instructions" includes, and is not limited to, any instruction, order, authorization or approval;

"Item" has the meaning given to it in Section 8.1;

"Online Application" means ATB's online application by which the Customer subscribes for the Services;

"Pricing Arrangement" means one or more pricing arrangements, fee tables, or schedules containing the pricing for the use of ATBOnline Business and the Services forming part of this Online Access Agreement or, as applicable, part of the Service Schedules as such arrangements may be amended by ATB from time to time in its sole discretion as more particularly set out in Section 14.1;

"Services" means the services available through ATBOnline Business, ATB's on-line shopping platforms <https://get.atb.com/business> and <https://get.atb.com/agriculture> ("Everyday Banking") or other means as determined by ATB, including the Basic Services as well as any Cash Management Services;

"Service Provider" means any of ATB's suppliers, licensors, service providers, vendors or any third party which provides a service or system used in relation to the Services;

"Service Schedule" means each individual agreement under the Cash Management Master Agreement pursuant to which specified Cash Management Services are offered;

"Signing Officers" means, in respect of any Account, a person who is authorized to give instructions in respect of the Account;

"Termination Event" has the meaning given to it in Section 14.4; and

"User" means an individual that has been appointed by the Administrator pursuant to the terms of this Online Access Agreement to conduct transactions, provide instructions or set up and access Account information on behalf of the Customer.

Any defined words importing the singular number only shall include the plural and vice-versa.

2. SCOPE OF SERVICES

- 2.1 The Customer has requested to ATB that it be permitted to access its Accounts through ATBOnline Business and to utilize the Services.
- 2.2 This Online Access Agreement outlines the terms and conditions pursuant to which ATB shall provide the Customer with online access to the Customer's Accounts and the Services.
- 2.3 This Online Access Agreement must be read together with any other existing or future agreements the Customer may have with ATB.
- 2.4 **By accessing and using any of the Services described in this Online Access Agreement (including the Basic Services or any Cash Management Services) or authorizing others to use any such services, the Customer is deemed to agree to the terms and conditions of this Online Access Agreement and the Cash Management Services (if applicable) without the requirement for a signature on this Online Access Agreement or any other agreement.**

3. ADMINISTRATORS, USERS AND AUTHORITY

- 3.1 **Access. The Customer authorizes ATB to provide the Administrator (or any Users appointed by the Administrator in accordance with the procedures outlined herein) access to: i) ATBOnline Business; ii) all of the Customer's Accounts at ATB; iii) all of the Customer's Accounts opened after the date of this Online Access Agreement; and iv) the Services.**
- 3.2 **In the event the Customer does not want a specific Account to be accessible via ATBOnline Business, the Customer may remove such Account by completing the appropriate opt out procedure as required by ATB.**
- 3.3 The Administrator. The individual designated in the Online Application shall serve as the Customer's online Administrator. Only one Administrator may be appointed at any given time. The Customer may change the current Administrator by completing the appropriate change request as required by ATB. **By designating an individual as the Administrator, the Customer understands that it is authorizing that individual to use the ATBOnline Business platform and all available Services including, without limitation, in respect of any funds of the Customer which are trust funds. This means that the Administrator will have full access to all Account information in respect of the Customer available through ATBOnline Business and will be entitled to carry out and approve Instructions through ATBOnline Business and Everyday Banking in respect of the Services on behalf of the Customer.** Without limiting the generality of the foregoing, the Administrator is authorized by the Customer to:
 - i) have full use of and access to ATBOnline Business and all subscribed Services;

- ii) subscribe to Services as provided herein, by implementation form or other means regarded acceptable by ATB;
- iii) have full access to review ATB MasterCard transactions and statements issued in the name of the Customer;
- iv) access balances, interest rates, fees, payments and all other information relating to loans by ATB to the Customer;
- v) access all of the Customer's Accounts and obtain and review all relevant Account information; and
- vi) **have full power and ability to further appoint, delegate and remove Users (as outlined in Section 3.5 below).**

- 3.4** The Administrator shall be responsible for completing the initial login process. **After the initial login process has been completed, the Administrator shall have the option to create additional Users, to restrict the access of such Users to the Services, or to establish transaction limits for such Users.** The Administrator shall create Users online by following the instructions contained in the appropriate screen pages, which include the Administrator's assignment of a valid User ID and password for use by such User.
- 3.5 Users. The Administrator may appoint individual Users to conduct transactions, carry out other Instructions, set up and access Account information on behalf of the Customer in respect of the Services. A User shall only be authorized to conduct those transactions or Instructions or parts thereof which have been designated to him/her by the Administrator. At the request of the Administrator, different Users may have different levels of access to the Services or differing transaction limits. The Customer is solely responsible for ensuring that the level of access or any transaction limits provided to any individual User is appropriate for that person and is in accordance with the Customer's internal protocols and policies.**
- 3.6 Authority. The Customer agrees that its Authorized Contacts and its Signing Officers are acting with the full authority of the board of directors, members, partners, general partners, trustee, board of trustees or other applicable governing body of the Customer (as the case may be) in their use of ATBOnline Business and the Services and that the Customer has granted authority to such Authorized Contacts and Signing Officers to legally bind the Customer with respect to their use of the Services. Any access to the Services purporting to be authorized by the Customer or on its behalf by its Authorized Contacts or Signing Officers will be considered by ATB for all purposes to be duly authorized by the Customer. For greater certainty, the Customer will be bound by all information, orders, entries and other Instructions provided by the Customer or on its behalf by its Authorized Contacts or Signing Officers through the Services and the Customer will be liable for all transactions conducted through the Services and any loss that may arise from these transactions. The Customer acknowledges that each transaction made through ATBOnline Business or any other permitted means on any Account of the Customer is authorized as though each Instruction, verification or other approval has been duly signed and delivered by the Customer to ATB.**
- 3.7 As a result of the powers granted to the Administrator in this Online Access Agreement, ATB may receive and carry out transactions, authorizations and other Instructions through ATBOnline Business in respect of the Services despite the fact that such Account requires two or more signatures to conduct transactions (for example, writing cheques or making withdrawals at a branch). THIS MEANS THAT, INSTRUCTIONS, APPROVALS OR OTHER AUTHORIZATIONS IN RESPECT OF THE SERVICES MAY BE RECEIVED AND ACTED UPON BY ATB ON THE INSTRUCTION OF ONE INDIVIDUAL (THE ADMINISTRATOR, A USER OR A SIGNING OFFICER) EVEN THOUGH SUCH ACCOUNT REQUIRES TWO OR MORE SIGNATURES AND EVEN THOUGH SUCH ACCOUNT MAY HOLD TRUST FUNDS FOR TRANSACTIONS WHICH OCCUR OUTSIDE THE SCOPE OF THIS ONLINE ACCESS AGREEMENT OR THE CASH MANAGEMENT MASTER AGREEMENT AND ACCOMPANYING SERVICE SCHEDULES. As long as such Instruction conforms to the requirements set out in this Online Access Agreement, the Cash Management Master Agreement or any Service Schedule, including related implementation forms, such Instruction will be deemed to be duly authorized by the Customer.**
- 3.8 The Customer accepts sole responsibility for any loss or damage that may result from the Administrator, any User or any Signing Officer misusing his/her authority in any way including, without limitation, in respect of any funds of the Customer which are trust funds. A User's access rights, as determined by the Administrator, shall continue until such time as the Administrator removes such individual or otherwise changes his/her delegated authority and ATB has had sufficient time to process the request. For greater certainty, once ATB has processed such request, any changes or deletions of delegated authority take effect upon the following attempt to login to ATBOnline Business by such User.**
- 3.9** ATB may be required to obtain confirmation of identity or other information in relation to the Administrator or any User in order to comply with applicable laws. This information may be obtained before or after access is granted to the Administrator or any User, and access to ATBOnline Business (whether partial or complete) may be blocked or limited until this information has been fully obtained (in ATB's sole discretion). When any such identity is information provided by the Customer to ATB, the Customer certifies that such information is true and correct.

4. SECURITY

- 4.1** The Customer agrees that it shall ensure that the Administrator and each User maintain the security of each login ID and password.

In that respect, the Customer agrees to implement the following security procedures:

- i) the Customer shall follow such procedures and controls as ATB may reasonably require in connection with ATBOnline Business or any Service;
- ii) the Customer shall ensure that all login IDs, passwords and other authentication methods (such as authentication questions) be treated in the strictest of confidence and that neither the Administrator nor any User disclose such information to any other person;

- iii) the Customer shall establish and implement policies, procedures and a system of controls over use of Services, and perform such audits as the Customer believes are appropriate, to ensure that the Services are only used by the Customer and its Authorized Contacts in an appropriate and proper fashion;
 - iv) the Customer shall ensure that authorized persons never leave their computers unattended while logged into ATBOnline Business and must always exit ATBOnline Business by clicking on the appropriate "logout" command;
 - v) the Customer shall ensure that any login ID, password, and other authentication method (such as authentication question) be immediately terminated if the Customer learns or suspects that such information has been disclosed to or obtained by any unauthorized third party;
 - vi) the Customer shall ensure that ATBOnline Business is only accessed from computers or mobile devices (to the extent reasonably available) on which virus protection software and firewalls have been installed. The Customer agrees to immediately update all virus protection and firewall software as such updates become available from the manufacturer;
 - vii) the Customer shall follow any login ID, password and other authentication method (such as authentication question) requirements established by ATB and, in any event, ensure that login IDs, passwords and any other verification questions be unique and not easily guessed by others. This includes having login IDs, passwords and other authentication methods (such as authentication questions) that are not sequential numbers such as "1234", social insurance numbers, telephone numbers or selecting a login ID, password or other authentication method (such as authentication question) that is the same as a personal identification number (PIN) used for any debit or credit cards held with ATB; and
 - viii) the Customer shall follow procedures dealing with intelligent authentication. For greater certainty, intelligent authentication consists of security questions along with answers unique to each Authorized Contact. The Customer agrees that its Authorized Contacts shall set up (if required) unique questions and answers which are not easily identifiable or guessed.
- 4.2 When a User conducts certain transactions through or changes certain information on ATBOnline Business, the User may be prompted to enter a passcode in order to authenticate that transaction or change. That passcode will be sent by automated phone call or SMS text message to the telephone number or device selected by the User. Text messages may be sent to a mobile device and may be subject to charges in accordance with the terms of the mobile device plan. The Customer acknowledges that, subject to workflow approval requirements, levels of access or transaction limits that may be established by the Customer or ATB from time to time, the User will not be able to complete the transaction or effect the change unless the applicable passcode is entered correctly.
- 4.3 Monitoring. The Customer is responsible for instructing the Administrator and each User to comply with the security procedures set out in Section 4.1 and 4.2 above. If at any time the Customer believes that the security of communications between the Customer and ATB has been compromised or is in any way insecure, the Customer must immediately notify ATB and assist as required by ATB to investigate and correct communication security.
- 4.4 No Liability. The Customer shall notify ATB immediately if it suspects that any login ID, password, telephone number or device to which a confirmation code may be sent or other authentication method (including authentication question) has become known to or accessible to any unauthorized person. The Customer agrees that ATB may block access to Services without notice in the event that ATB believes that there has been a breach in security. ATB will not be liable for any losses or damages that the Customer may suffer or incur in relation to the Services or from acting on Instructions received through ATBOnline Business. ATB shall have no liability for any unauthorized use of login IDs, passwords, telephone number or device to which a confirmation code may be sent or any other authentication method (including authentication question) before the Customer has notified ATB of possible unauthorized use and ATB has had a reasonable opportunity to act upon such notice. In no circumstances shall ATB have any liability for any unauthorized use of the Customer's or any Authorized Contact's identifying information or passwords. In no circumstances is ATB required to verify the identity of or to confirm if any authority has been granted to the provider of Instructions.
- 4.5 Computer Capability. To have ATBOnline Business access, the Customer must have Internet access using Internet browser programs that are compatible with ATB's computer systems and which have at least 128 bit encryption. ATB has the right, at any time, to enhance the security associated with the Services. The Customer understands that it may be required to update its browser, system or security procedures and agrees to do so as requested by ATB in order to continue accessing or using ATBOnline Business.
- 4.6 If the Customer or any User downloads a software application (an "Application") to access any services, functionality, features, content or information offered by ATB (including ATB Business Mobile), then:
- i) ATB grants the Customer a non-exclusive and non-transferable license to the Application in object code only and solely for the purpose of accessing any services (including the Services), functionality, features, content and information that ATB offers from time to time;
 - ii) ATB reserves all of the rights in and to each Application and the Customer obtains no ownership rights whatsoever other than this license to use the Application;
 - iii) ATB accepts no responsibility or liability whatsoever for the Customer's use of the Application and will not be responsible for any damage that the Customer may suffer from using or downloading the Application whether under this Agreement or otherwise; and
 - iv) ATB may cancel the terms and the license to the Application at any time on notice. If ATB does that, then the Customer will immediately destroy or return all copies of the Application and any documentation in relation to it that is in its possession, including the possession of its Users.

5. STORAGE OF INFORMATION

ATB will collect, use and disclose personal information (as defined in the applicable personal protection legislation) in accordance with ATB's Privacy Policy, a copy of which can be obtained at www.atb.com or at any ATB branch. ATB may contract with third parties or agents and Service Providers to collect, use, store or process personal information on ATB's behalf in connection with any services described in any of the agreements between ATB and the Customer in relation to the Accounts. Some of these third parties or agents may be located outside of Alberta or Canada, and Customer information (including personal information) may be transferred or processed outside of Alberta or Canada for these purposes. Personal information held with a third party or agent in another province or country is subject to the laws of that jurisdiction and may be collected, used, or disclosed without Customer knowledge or consent where required or permitted by law.

6. INSTRUCTIONS

6.1 ATBOnline Business and Everyday Banking. To the extent permitted by ATB, Authorized Contacts (to the extent that they have been given such authority by the Administrator) may conduct transactions and send Instructions regarding the Services by secure messages or by following the applicable prompts and inputting the required information on ATBOnline Business or Everyday Banking. All transactions or Instructions provided by any Authorized Contacts must, at all times, be in accordance with the terms set out in this Online Access Agreement or with the terms set out in the Cash Management Master Agreement or in any applicable Service Schedule.

6.2 Telephone Assistance. The Administrator may contact ATB at the number specified by ATB to the Customer (either the Customer Contact Centre or the Technical Support Centre) for password resets. The online Administrator or any User may contact the support centres mentioned above for technical assistance on using ATBOnline Business or the Services. Such telephone support is subject to identity validation procedures set out by ATB.

6.3 Reliance on Instructions. ATB may rely on any Instructions regarding the Services or other Instruction input from, or which purport to be given by: (i) Authorized Contacts received through ATBOnline Business or Everyday Banking; or, (ii) Authorized Contacts or Signing Officers received in compliance with this Online Access Agreement, the Cash Management Master Agreement (if applicable) or the applicable Service Schedule. In all circumstances, ATB may treat any such Instruction as fully authorized by the Customer in writing regardless of actual identity or authorization of the sender or any errors, mistakes or discrepancies between account names or numbers and such Instructions shall be binding upon the Customer. It is the Customer's responsibility to ensure that all information and Instructions provided to ATB are accurate and complete. Unless otherwise agreed to in writing, ATB has no obligation to verify any information provided by the Customer and ATB shall be under no duty or obligation to inquire into or otherwise consider the correctness or validity of any Instruction.

ATB will not be liable for any losses or damages that the Customer may suffer or incur in relation to the Services from acting on Instructions sent through ATBOnline Business or Everyday Banking when ATB acted in good faith believing such person to be the Customer, an Authorized Contact or a Signing Officer. ATB will act on all acceptable Instructions sent through ATBOnline Business, Everyday Banking or telephone as soon as it is reasonably practical to do so. The Customer must confirm that ATB has received the Instructions as ATB is under no obligation to confirm receipt.

6.4 Refusal to Act on Instructions. ATB may, in its sole discretion, decline to act on any Instructions, either in whole or in part, when:

- i) such Instruction is unclear or suspicious;
- ii) such Instruction is provided with unsatisfactory verification of identity;
- iii) such Instruction is not in accordance with the terms of this Online Access Agreement or any other agreements dealing with the operation of the Accounts or Services;
- iv) ATB has reason to believe that such Instruction may not be authorized by the Customer, its Authorized Contacts or a Signing Officer (as applicable);
- v) such Instruction would violate any applicable law, rule or ATB's internal policies and procedures;
- vi) monies in any Account are subject to a hold; or
- vii) the Customer does not have enough available funds in any Account (or available overdraft protection) or credit to cover the Instruction

in which case, ATB will not be liable for any delay, failure or refusal to act in any of the above-noted circumstances.

6.5 Sufficient Time for Instructions. The Customer will ensure that all Instructions electronically given through the Services to ATB by the Customer are received in sufficient time to permit ATB a reasonable opportunity to deal with them or as otherwise specified by ATB. Without limiting the generality of the foregoing, ATB is required to comply with payment system rules and regulations on clearing (including Canadian Payment Association Rules), third party agreements and other matters that may prevent ATB from complying with the Customer's Instructions for payments or fund transfers if Instructions are not received within time frames required by such rules, regulations and agreements.

7. BILL PAYMENTS

7.1 If ATB permits, the Customer may be entitled to utilize this Service to make online bill payments to payees designated by the Customer ("Payees"). The Customer authorizes ATB to follow any payment Instructions for bill payments ("Bill Payment

Instruction”) received by the Customer through ATBOnline Business. ATB will, after receipt of a Bill Payment Instruction, debit the Customer’s Account designated in the Bill Payment Instruction on the date scheduled by the Customer in the Bill Payment Instruction (the “Date”) and remit funds on the Customer’s behalf to the Payee as close as reasonably possible to the Date designated.

- 7.2 The Customer authorizes ATB to make bill payments to the Payee by any means ATB determines appropriate.
- 7.3 The Customer acknowledges that, as different bill payment companies have different payment requirements, it is the Customer’s responsibility to know what the Customer’s bill payment company’s requirements are and to make bill payments accordingly. ATB shall have no responsibility for:
- i) delays in crediting payments which are as a result of the Payee’s procedures;
 - ii) the Customer’s failure to follow a Payee’s payment requirements; or
 - iii) the Customer’s failure to schedule a Date to remit funds sufficiently in advance of the date a bill payment is due.

Without limiting any other provisions in this Online Access Agreement, ATB will incur no liability if the Service is unable to complete any bill payments initiated by way of ATBOnline Business if the Customer’s Account does not contain sufficient available funds to complete the payment or the payment would exceed the credit limit of the designated Account’s overdraft.

- 7.4 ATB will not be responsible for any late payment penalties, fees or interest imposed by the Customer’s bill payment company under any circumstances.

8. STOP PAYMENTS

- 8.1 If ATB permits, the Customer may be entitled to use this Service to stop payments on any preauthorized debits or cheques (hereinafter collectively, an “Item”) issued by the Customer. ATB will use all reasonable efforts to stop payment on an Item provided that stop payment Instructions are received in sufficient time to permit ATB a reasonable opportunity to return the Item in compliance with any applicable laws or clearing rules.
- 8.2 The Customer acknowledges that any stop payment order is also conditional and subject to ATB’s verification that the Item has not already been paid or that some other action to pay the Item has not been undertaken by ATB.
- 8.3 ATB shall only be required to stop payment on an Item if the Customer provides ATB sufficient information in respect of the Item that it requests for payment to be stopped. If the Customer provides ATB with an incorrect amount or any other incorrect information in respect of the Item, ATB will not be responsible for failing to stop payment on the Item. Any stop payment requests provided to ATB shall remain in effect for 6 months from the date of the request.
- 8.4 By directing ATB to stop payment on any Item, without limiting any other provision of this Online Access Agreement, the Customer agrees to indemnify and hold ATB harmless against any and all losses, claims, damages and costs ATB may suffer or incur relating to ATB’s action in refusing payment of the Item, including any claims of any joint owner, payee or endorsee or in failing to stop payment of an Item as a result of incorrect information provided by the Customer.

9. TRANSFERS BETWEEN ACCOUNTS

- 9.1 If ATB permits, the Customer may be entitled to use this Service to transfer funds between Accounts denominated in Canadian dollars. Any transfer of funds between Accounts will be immediately reflected in the Customer’s available balances.
- 9.2 If ATB permits, the Customer may be entitled to use this Service to transfer funds from Accounts denominated in one currency to Accounts denominated in another currency (a “Cross Currency Transfer”). Any Cross Currency Transfers will occur at the foreign exchange rate set by ATB (in its sole discretion) at the time of such Cross Currency Transfer. By proceeding with a Cross Currency Transfer, the Customer confirms that it agrees to the exchange rate indicated by ATB at that time. The Customer acknowledges that the rate quoted at any time for a Cross Currency Transfer is available for a limited time only and that ATB cannot guarantee that the same rate will be available when the Customer approves the Cross Currency Transfer or for any further transfers or for the purchase or sale of currency (whether by way of cash, cheque or draft). The Customer also acknowledges that the exchange rate ATB charges for buying one particular currency from the Customer may be different than what ATB charges when ATB is selling that same currency to the Customer. As a result, the exchange rate ATB charges the Customer to transfer funds back or to reverse any Cross Currency Transfer, even if on the same day, may be different.
- 9.3 The Customer authorizes ATB to debit the necessary funds from its designated Account in order to complete the Customer’s designated transfer Instructions.
- 9.4 Without limiting any other provision of this Online Access Agreement, ATB will incur no liability if it does not complete a requested funds transfer if the Customer’s Account does not contain sufficient available funds to complete the transfer or the completion of the transfer would exceed the credit limit or the designated funding Account’s overdraft, and ATB shall not be any duty or obligation to inquire into or otherwise consider the correctness or validity or any Instruction to transfer funds between Accounts regardless of whether all or a portion of such funds may constitute trust funds.

10. E-TRANSFERS

- 10.1 General. Terms and conditions in this Article 10 apply only to the E-transfer Service and are in addition to all other terms and conditions in this Online Access Agreement. If there is a conflict between this Article 10 and the remaining terms of this Online Access Agreement, this Article 10 will prevail to the extent of the inconsistency.
- 10.2 Access limits, including the amount of money that may be received or sent via E-transfer, may be set by ATB or by a third party.
- 10.3 The Customer agrees to pay ATB's fees for the E-transfer Service in accordance with the Pricing Arrangement established by ATB from time to time.
- 10.4 *Interac*, the *Interac* logo and *Interac e-Transfer* are registered trade-marks of Interac Inc., used under licence.
- 10.5 Receive. When an E-transfer Service email or SMS text messaging is sent to the Customer, then the Customer may initiate receipt of an E-transfer using the E-transfer Service. The E-transfer Service email or SMS text messaging will indicate, at least:
- i) a third party is the sender of an E-transfer to the Customer, disclosing such third party sender's email address or other mobile device coordinates;
 - ii) the amount of the third party's E-transfer to the Customer; and
 - iii) the name of the Customer as the third party sender's intended recipient of its E-transfer.
- 10.6 The amount of the E-transfer sent by such a third party sender will be held until:
- i) it receives notification that the Customer has correctly responded to the third party sender's E-transfer Question;
 - ii) its E-transfer expires; or
 - iii) the third party sender cancels its E-transfer.
- 10.7 The Customer may accept the E-transfer sent to it by a third party sender through ATB, for which fees may apply as outlined within the Pricing Arrangement.
- 10.8 In order to accept the third party's E-transfer sent to the Customer, the Customer must correctly answer the E-transfer Question posed to it by the third party sender. The Customer will have 30 calendar days within which to accept the E-transfer through the E-transfer Service (or such other time period as designated by the other financial institution or Service Provider), after which time period, the E-transfer will expire.
- 10.9 Send. The Customer may initiate its Administrator (and any User authorized by the Administrator) to use the send capabilities of ATB's E-transfer Service by completing and then providing ATB with the appropriate enrolment form, in ATB's form (the "Enrolment Information").
- 10.10 In the event that this Enrolment Information changes post-initiation of E-transfer's send capabilities, then the Customer will notify ATB of its related Administrator changes in such manner as ATB may direct, and ATB will have a reasonable period of time within which to action the Customer's related Administrator changes; and related User changes may be made by the Administrator through ATBOnline Business.
- 10.11 When the Customer initiates sending an E-transfer using the E-transfer Service, ATB will withdraw the applicable amount from one of the Customer's Accounts as designated by the Customer's Administrator or any authorized User, and an E-transfer Service email or SMS text messaging will be sent to the intended recipient third party at an email address or other mobile device coordinates designated by the Customer's Administrator or any User on the Customer's behalf. That E-transfer Service email or SMS text messaging will indicate, at least:
- i) the Customer is the sender of the E-transfer, disclosing an email address or other mobile device coordinates designated by either the Customer's Administrator or any User;
 - ii) the amount of the E-transfer; and
 - iii) the name of the intended recipient third party.
- 10.12 The amount withdrawn for the E-transfer will be held until:
- i) ATB receives notification that the recipient third party has correctly responded to the E-transfer Question established by the Customer's Administrator or any User;
 - ii) the E-transfer expires; or
 - iii) the Customer cancels the E-transfer by way of the Customer's Administrator or any User.
- 10.13 The third party recipient may, by way of their Service Provider acceptable to ATB, for which there may be a fee charged by the other Service Provider, accept the E-transfer.
- 10.14 In order to accept the E-transfer, the third party recipient must correctly answer the E-transfer Question posed to it by the Customer. In the case of the E-transfer Service, the third party recipient will have 30 calendar days (or such other time period as designated by the Service Provider) within which to accept the E-transfer through the E-transfer Service, after which time period, the E-transfer will expire.
- 10.15 The Customer may cancel an E-transfer that it has sent up to the time that its E-transfer is accepted by a third party recipient.

- 10.16 If the E-transfer that the Customer sends is cancelled or has expired, then the E-transfer amount will be credited to the Customer's Account from which it had been debited (or such other Account as agreed, in writing, between the Customer and ATB).
- 10.17 The Customer agrees that ATB and any Service Provider may accept and act upon any instructions provided through an E-transfer so long as the third party recipient accepting the E-transfer correctly answers the E-transfer Question, **whether or not such third party recipient is the Customer's intended recipient of its E-transfer.**
- 10.18 **The Customer agrees that, when the Customer sends an E-transfer through the E-transfer Service, the Customer is responsible to provide ATB with a correct operational email address or other mobile device coordinates for the intended third party recipient of the Customer's E-transfer, and the Customer further agrees to promptly update that information as appropriate.**
- 10.19 The Customer agrees that the Customer is responsible to check on the status of any E-transfer that the Customer sends using the E-transfer Service.

11. ALERTS

- 11.1 If ATB permits, Authorized Contacts may be entitled to sign-up to receive voluntary alerts from ATB dealing with the Customer's Accounts ("Alerts"). These Alerts will be sent to the e-mail address provided by such Authorized Contact for the Services. If the Authorized Contact's e-mail address changes, such Authorized Contact is responsible for informing ATB of that change. The Alert service will allow the Authorized Contact to choose which alert messages he/she receives in respect of the Accounts of the Customer.
- 11.2 The Customer acknowledges that Alerts may contain information about the Customer's Account(s). Accordingly, anyone with access to the Authorized Contact's e-mail may be able to view the contents of the Alerts. It is the responsibility of the Customer to take appropriate steps to prevent access to this information by unauthorized persons. In the event that an Authorized Contact's access is temporarily disabled, such Authorized Contact will continue to receive Alerts until their delegation authority is deleted in accordance with the terms of this Online Access Agreement.
- 11.3 While ATB endeavours to provide Alerts in a timely manner and with accurate information, ATB provides no guarantee as to the delivery or accuracy of the contents of the Alerts and the Customer agrees that ATB will not be liable for any errors in the content of any Alert or for any actions taken or not taken by the Customer or any third party in reliance of an Alert.

12. INFORMATION REPORTING

- 12.1 At the end of every statement cycle for any Account that is accessible through ATBOnline Business, ATB will post on ATBOnline Business an electronic version of the Account statement (an "E-Statement").
- 12.2 If ATB permits, the Customer may elect not to receive Account statements by mail. If such is the case, and notwithstanding anything contrary contained in any Account Agreement, the Customer agrees that:
- i) ATB will no longer be required to mail paper Account statements to the Customer;
 - ii) receipt of the E-Statement by the Customer will be deemed to have occurred when it is first posted on ATBOnline Business;
 - iii) the Customer will regularly and at least once per month retrieve the E-Statement as ATB will not send notification to the Customer that such statement has been posted on ATBOnline Business; and
 - iv) the Customer will examine the E-Statement;

upon which the Customer will have 30 calendar days within which to notify ATB, in writing, of any discrepancies, irregularities, errors, omissions or objections with regards to any transaction posted or information contained in the E-Statement. If the Customer does not notify ATB as required, the balance and transaction information posted on the E-Statement will (except as to any alleged errors so notified) be deemed to be conclusively correct, complete and authentic, and will be binding on the Customer.

13. REMOTE CHEQUE DEPOSIT SERVICE

- 13.1 Terms and conditions in this Article 13 apply only to the Remote Cheque Deposit Service and are in addition to all other terms and conditions in this Online Access Agreement. If there is a conflict between this Article 13 and the remaining terms of this Agreement, this Article 13 will prevail to the extent of the inconsistency in respect of the Remote Cheque Deposit Service.
- 13.2 Remote Cheque Deposit allows the Customer to make deposits to Accounts by taking a picture of the front and back of eligible Deposit Items ("Images") with an eligible Device and delivering the Images and associated deposit information to ATB. The Customer agrees to follow procedures and instructions for use of Remote Cheque Deposit that ATB may establish from time to time.

- 13.3 ATB appoints the Customer as agent to act on ATB's behalf in the creation and submission of Images to ATB. The Customer accepts this appointment.
- 13.4 The Customer may image and deposit through Remote Cheque Deposit any of the following original paper items issued by a Canadian financial institution, the Government of Canada, or the Government of Alberta, and payable in Canadian currency:
- i) cheques (including certified cheques);
 - ii) MasterCard cheques and credit card balance transfer cheques;
 - iii) travellers cheques;
 - iv) money orders (including Canada Post money orders);
 - v) bank drafts;
 - vi) non-MICR (magnetic ink character recognition) ink cheques; or
 - vii) any other item that ATB chooses to make eligible for Remote Cheque Deposit from time to time
- (each a "Deposit Item").
- 13.5 When the Customer uses Remote Cheque Deposit, the Customer agrees that the Customer:
- i) will deposit:
 - a) eligible Deposit Items;
 - b) Deposit Items into an eligible Canadian dollar Account; and
 - c) Deposit Items payable to the Customer;
 - ii) will not deposit Deposit Items:
 - a) which have already been deposited (whether through Remote Cheque Deposit, a remote deposit capture service offered at any other financial institution, or any other means) or cashed;
 - b) which have been altered on the front, or which the Customer knows or suspects, or should know or suspect, are fraudulent;
 - c) which are postdated or dated more than 6 months prior to the date of deposit;
 - d) on which a stop payment order has been issued or for which there are insufficient funds; or
 - e) payable in foreign currency;
 - iii) If the Customer is depositing the Deposit Item to a joint account, the Customer may deposit the Deposit Item if the Deposit Item is made payable to the Customer and/or the joint account holder in accordance with the Account. ATB will not accept an Deposit Item that is payable to someone else and endorsed over to the Customer;
 - iv) Each Image must be an image of the front and back of the original Deposit Item and not an image of a photocopy, PDF, or other printout of the Deposit Item;
 - v) Any information the Customer provides to ATB about the Deposit Item is accurate and true, and will match the information contained in the Images;
 - vi) the Customer will not re-deposit or re-present the Deposit Item after it has been deposited through Remote Cheque Deposit;
 - vii) the Customer will take all necessary precautions to prevent any other person from using Remote Cheque Deposit to deposit Deposit Items to the Account; and
 - viii) the Customer will comply with this Article 13 and all applicable rules, laws and regulations.
- 13.6 Immediately after the Customer deposits a Deposit Item through Remote Cheque Deposit, the Customer agrees to mark the front of the Deposit Item as "paid" or "void" or otherwise indicate that the Deposit Item has been imaged and deposited.
- 13.7 The Customer agrees to keep the Deposit Item in a safe and secure place for 5 Business Days following the date of deposit and will promptly send the Deposit Item to ATB upon ATB's request. Upon the expiry of the 5 Business Days, the Customer agrees to promptly destroy the Deposit Item.
- 13.8 ATB reserves the right to reject any Deposit Item deposited through Remote Cheque Deposit, at ATB's discretion. A Deposit Item may be returned to ATB by the paying financial institution because, among other reasons, the paying financial institution determines that the Deposit Item cannot be processed, is illegible, or is otherwise unacceptable. ATB is not responsible for Deposit Items ATB does not receive or for Images that are corrupted or not fully received. ATB may charge back to the Account at any time, any Deposit Item that ATB subsequently determines was not eligible for deposit. If the deposit amount does not match the amount of the Image, ATB may adjust the Account to reflect the amount on the Image received. The Customer agrees that ATB is not liable for any loss, costs, or fees the Customer may incur as a result of ATB's charge back or adjustment. The Customer is responsible for any and all costs associated with obtaining a replacement negotiable Deposit Item in the event that ATB requests the Customer re-submit an Image, and the original Deposit Item was destroyed or otherwise lost. If the Customer does not comply with such request made pursuant to this Article 13, then ATB may place a hold on or reverse any credit made to the Account in relation to the Deposit Item, even if this creates an overdraft on the Account.
- 13.9 The Customer may access Remote Cheque Deposit 7 days a week. If ATB receives the Image by 8:00 p.m. mountain time, ATB will consider that day to be the deposit date ("Deposit Date"). If ATB receives the Image after 8:00 p.m. mountain time, ATB will consider the next day to be the Deposit Date.

- 13.10 When the Customer makes a deposit through Remote Cheque Deposit, the funds will be credited to the Account on the Deposit Date, but availability and access to the funds will be subject to ATB's hold policy and the Customer's access to funds limit.
- 13.11 ATB may establish limits on the dollar amount of Deposit Items and/or number of Deposit Items which may be deposited through Remote Cheque Deposit. If the Customer attempts to make a deposit in excess of these limits, ATB may reject the Customer's deposit. If, at any time, ATB permits the Customer to make a deposit in excess of these limits, ATB will not be obligated to allow such a deposit at other times.
- 13.12 While there is no fee for the provision of Remote Cheque Deposit, regular Account transaction fees may apply in accordance with this Online Access Agreement or other agreements. ATB may charge a fee for the provision of Remote Cheque Deposit if ATB provides the Customer with advance notice required in accordance with applicable laws. If the Customer continues to use Remote Cheque Deposit after the fee becomes effective, the Customer agrees to pay the fee that has been disclosed, as this fee may change from time to time.
- 13.13 The manner in which the Deposit Items are cleared, presented for payment, and collected shall be at ATB's sole discretion.
- 13.14 By using Remote Cheque Deposit the Customer accepts the risk that a Deposit Item may be intercepted or misdirected during transmission. ATB bears no liability to the Customer or others for any such intercepted or misdirected Deposit Item or information disclosed through such errors.
- 13.15 The Image transmitted to ATB using Remote Cheque Deposit must be legible and clear, as determined in ATB's sole discretion. The image quality of Deposit Items must also comply with the requirements established from time to time by ATB, Payments Canada, or any other regulatory agency or association. The Customer agrees that ATB shall not be liable for any damages resulting from a Deposit Item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a Deposit Item, or from any inaccurate information the Customer supplies regarding the Deposit Item.
- 13.16 The Customer agrees to cooperate with ATB in the investigation of Images (such as poor quality Images and unusual transactions) by providing to ATB, upon request, originals or copies of Deposit Items deposited through Remote Cheque Deposit in the Customer's possession and any records the Customer may have related to such Deposit Items or Images.
- 13.17 The Customer is solely responsible for:
- i) acquiring any hardware, Device, wireless or Internet access required for the Customer to use Remote Cheque Deposit; and
 - ii) any fees or other charges imposed by the Device provider, wireless carrier, or Internet service provider.
- It is the Customer's responsibility to determine if the Device provider, wireless carrier, or Internet service provider supports Remote Cheque Deposit or if the Device is capable of accessing the Internet.
- 13.18 The Customer is responsible for all deposits completed through Remote Cheque Deposit on the Device. The Customer must notify ATB immediately in the event that the Customer believes a Device has been compromised or if a Device is lost or stolen. When the Customer notifies ATB, ATB will restrict access to Remote Cheque Deposit.
- 13.19 ATB may terminate the Customer's access to Remote Cheque Deposit at any time and for any reason, including if the Customer breaches any term of this Online Access Agreement, if the Customer uses Remote Cheque Deposit for any unauthorized or illegal purposes, or the Customer uses Remote Cheque Deposit in a manner inconsistent with any procedures or instructions ATB establishes from time to time, in which case this Online Access Agreement will continue to apply in respect of the Customer's past access.
- 13.20 Except as provided in Article 16 or as required by applicable law, ATB will not be liable to the Customer for any losses arising from Remote Cheque Deposit, including:
- i) delay in processing a deposit;
 - ii) requiring the Customer to obtain another negotiable Deposit Item; or
 - iii) the Customer's use or inability to use Remote Cheque Deposit.

14. CHANGES TO AGREEMENT OR A SERVICE AND NOTICES

- 14.1 Changes to Agreement. Other than as required by law, ATB may change this Online Access Agreement (or the Cash Management Master Agreement or any other Service Schedule) by giving the Customer notice of the change; and notice may be given before or after the change takes effect. If notice is given before the change takes effect, the Customer agrees and consents to the change

upon the use of ATBOnline Business or of any Services after the date of the change. If notice is given after the change takes effect, use after the date of the notice constitutes a consent and agreement to such change.

- 14.2 Modification of Services. ATB may add, discontinue or modify any part or feature of the Services or ATBOnline Business, at any time, in its sole discretion. ATB may, but is not obligated to unless required by applicable law, notify the Customer of such change.
- 14.3 Termination of Agreement. This Online Access Agreement may be terminated at any time by either party by giving 30 days notice, unless the parties are exercising their rights to terminate their Account Agreement (and close accounts) as outlined in the Account Agreement in which case the termination provisions outlined therein shall prevail. ATB will not be liable for any Damages (as defined herein) or inconvenience that results from the withdrawal of the Customer's access to ATBOnline Business.
- 14.4 Termination Without Notice. Notwithstanding Section 14.3, ATB may immediately terminate this Online Access Agreement without notice if the Customer:
- viii) becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or any (or any substantial portion of the) assets of the Customer are seized or otherwise attached pursuant to legal processes or other means, or any step or proceeding is taken by or against the Customer under or in respect of, any bankruptcy, insolvency or other similar law affecting creditors' rights against the Customer;
 - ix) becomes subject to proceedings for the dissolution, liquidation or winding up of its affairs;
 - x) gives notice of its intention to cease to carry on business;
 - xi) conducts or participates in a fraudulent, inappropriate or suspicious transaction using the Services;
 - xii) fails to make any payment when due or under this Online Access Agreement or under any other ATB agreement;
 - xiii) has, in ATB's sole opinion, a material adverse change in its financial condition;
 - xiv) receives one or more *Canada Revenue Agency* Requirements to Pay, *Canada Revenue Agency* deemed trusts, judgments, garnishments, third party demands or orders are rendered against the Customer for payment of money and any such judgments, garnishments, third party demands or orders remain unpaid and in effect for more than 5 Business Days or would, in the opinion of ATB, have a material adverse effect;
 - xv) is in default or breach of any of the provisions of this Online Access Agreement or any other agreement between ATB and the Customer;
 - xvi) if any representation, warranty or agreement made by the Customer in any agreement with ATB is breached by the Customer, or any certificate or statement of fact made by the Customer to ATB, or any other communication by the Customer to ATB, is found to have been incorrect or misleading on or as of the date made; or
 - xvii) if any provision of any agreement with ATB in relation to the Accounts or Services, considered material by ATB, is held by a court of competent jurisdiction to be unenforceable or if the Customer alleges that any such provision is unenforceable (i to x above are hereinafter collectively, a "Termination Event").
- 14.5 Upon or during a Termination Event, ATB may, in its sole option, immediately terminate any or all of this Online Access Agreement without notice of further action. ATB may, if it so chooses, continue to provide the Customer with access to ATBOnline Business but, subject to applicable law, it shall have the option of revising any fees or charges due without prior notice to the Customer.
- 14.6 Upon a termination hereunder (whether pursuant to a Termination Event or otherwise), the Customer will immediately return to ATB (or destroy at ATB's request) all security devices, software, manuals, confidential information of ATB and other documentation, goods and materials provided to the Customer in connection with its use of ATBOnline Business or the Services.
- 14.7 Any notice that is required to be given by ATB under this Online Access Agreement may be given to the Customer by: (i) a secure message posted on ATBOnline Business; (ii) a message posted on any ATB website; (iii) sent to the Customer's mailing address or facsimile last shown on ATB's records; or (iv) delivered in person to the Customer's place of business last shown on ATB's records.
- 14.8 Any notice required to be given by the Customer under this Online Access Agreement may be given to ATB by the Customer provided it is in writing and conforms to authentication requirements; and such notice will be deemed to be effectively given if delivered personally (including delivery by courier) or transmitted by facsimile to the ATB branch where the Customer's Accounts are held.
- 14.9 Any notice delivered personally will be deemed to have been given and received on the day it is delivered at such address provided such day is a Business Day (or if such day is not a Business Day, on the next Business Day). Any notice mailed to a party will be deemed to have been given and received on the third Business Day following the date of its mailing; provided that, during any period of mail service disruption, notice will be delivered personally or transmitted by facsimile. Any notice transmitted by facsimile to a party will be deemed given and received on the first Business Day following the date of transmission.
- 14.10 Provisions Survive. Sections 3.8, 4.4, 6.3, 7.4, 8.4, 9.4, 11.3 and Articles 14, 15, 16 and 17 shall survive the expiration or termination of this Online Access Agreement.
15. FEES AND CHARGES
- 15.1 Fees and charges for the Services will be in one or more Pricing Arrangements forming part of this Online Access Agreement or (if applicable) part of the Service Schedules in relation to Cash Management Services. The Customer acknowledges that the fees and charges for the Services are in addition to any other service fees or other changes that may apply to an Account. ATB may amend the Pricing Schedule or other fees and charges payable for the Services at any time in its sole discretion. ATB will provide notice of such pricing or fee change(s) to the Customer by posting such change(s) or amendment(s) on ATB's website, by secure message on ATBOnline Business, or by delivering (electronically, by mail or personally) an updated Pricing Schedule. By using any of the

Services after notice of the pricing or fee change is provided, the Customer will be deemed to have accepted the change.

- 15.2 The Customer agrees to pay to ATB when due, and as may be set out in any Pricing Arrangement, fee schedule or other documents, all amounts payable to ATB in connection with ATBOnline Business and the Services, including all fees, charges, interest and applicable tax.
- 15.3 The Customer will pay the specified fees to ATB for the Services. The Customer authorizes ATB, but ATB is not obligated, to debit any Account of the Customer for any amounts due and owing by the Customer to ATB, including any fee or other amount payable or owing under this Online Access Agreement or owing in connection with any of the Services.
- 15.4 The Customer will be liable to ATB for all amounts due and owing and/or debited under this Online Access Agreement or in connection with any of the Services and agrees that it will pay, on demand, any overdraft created from time to time in any Account of the Customer resulting therefrom. The Customer will also pay interest on the amount of any and all such overdrafts, and on charges, fees and other amounts owing by the Customer to ATB and not paid when due at the rate then applicable to overdrafts of the Customer as established by separate agreement with ATB. If no such rate has been established, the highest rate then applicable to overdrafts from ATB to its customers will apply. If no rate or rates with respect to overdrafts have been established, the Customer will pay interest on overdrafts at a rate of 21% per annum. All interest will be calculated and payable monthly, not in advance, both before and after demand, default and judgment.
- 15.5 The Customer agrees to pay to ATB, upon demand, all sales and other taxes, however designated or levied that are paid or payable by ATB based upon the Services provided under this Online Access Agreement.

16. LIMITATION OF LIABILITY & INDEMNITY

- 16.1 Notwithstanding any other provision hereof or any other document or agreement between ATB and the Customer, neither ATB nor any of its Service Providers will have any liability in tort, contract or otherwise for any loss, damage or claim, judgment, cost or expense (collectively "Damages") that the Customer asserts or sustains as a result of the Customer's use of the Services, except for direct Damages attributable to ATB's gross negligence or willful misconduct arising directly from the performance by ATB of its obligations under this Online Access Agreement, and ATB will not be liable for any other direct damages. For greater certainty, this limitation of liability extends to any Damages that the Customer may suffer as a result of ATB or a Service Provider acting or refusing to act on any Instruction, communication, order, entry or email received by ATB from the Customer, as well as any loss of data regardless of form or from any item disclosed or omitted to be disclosed on any E-statement received through ATBOnline Business. Without in any way limiting the generality of the foregoing, neither ATB nor any officer or employee of ATB is bound to see to the execution of any trust, whether express, implied or constructive, to which the funds in any Account may be subject.
- 16.2 Under no circumstances will ATB or any Service Provider be liable to the Customer or any third party for any other Damages including any special, indirect, punitive, incidental or consequential Damages (including, but not limited to, lost business, profits or revenue), whether or not ATB is advised of the possibility of such loss or damage with respect to any such Damages, including, without limitation, Damages in respect of any of the following:
- i) any operation or operational failure, delay, ATBOnline Business or Services unavailability, including any hardware or software system failure or transmission and/or communication system failure (regardless of cause);
 - ii) any non-payment, late or improper payment resulting from insufficient funds, credit or other limits on the Customer's Accounts, inaccurate, incomplete or unauthorized Instructions or information received by ATB;
 - iii) any non-receipt or delayed receipt, or receipt with errors or corrupted data, or receipt in a format not acceptable to ATB or the Service Providers, of information or data required to perform any obligation of ATB or any Services to be provided by ATB;
 - iv) ATB, in its discretion, declining to act upon any Instructions or information provided to it in accordance with this Online Access Agreement;
 - v) the failure or error of any other financial institutions, third party networks, communications providers, utility and their agents or any other similar third parties;
 - vi) mistakes, errors or omissions made by the Customer or its Authorized Contacts in relation to their use of ATBOnline Business or any of the Services or for the fraudulent or unauthorized use of ATBOnline Business or the Services; and
 - vii) the circumstances outlined in this Online Access Agreement which ATB has indicated it will not be liable or responsible for, or that the Customer is responsible for, including, without limitation, those set out in this Online Access Agreement in Sections 3.5, 3.6, 3.8, 4.3, 4.4, 6.3, 6.4, 7.4, 8.4, 9.4, 11.3, 14.3, 15.4, 16.1, 16.2 and 17.11.
- 16.3 The Customer will indemnify ATB and its officers, directors, employees and agents and any of its Service Providers, against all claims, proceedings, Damages, costs (including legal fees and disbursements on a solicitor and client basis), expenses and liabilities, directly or indirectly, incurred by or taken against any of them which directly or indirectly, without limitation, are the result of the Customer's use of ATBOnline Business and the Services, the Customer's (or any Authorized Contact's) breach of the terms and conditions of this Online Access Agreement or from ATB acting or deciding to act upon any Instruction or information given to ATB in accordance with this Online Access Agreement.

17. OTHER

- 17.1 Records. The records of ATB as to each use of Services and the transactions made on the Accounts of the undersigned shall be considered correct unless established to the contrary in accordance with the time limits for such corrections as outlined in other agreements between ATB and the Customer in respect of the Customer's Accounts. All documentation, records and information

relating to the Services will be maintained and stored by ATB in such form and manner as it determines in its sole discretion, and ATB is not responsible for retaining originals of any documents or instruments.

- 17.2 **Prohibited Use and Compliance with Laws.** The Customer agrees that it will, at all times, comply with any applicable laws or clearing rules in respect of ATBOnline Business or any Services. The Customer further agrees that it will not, at any time, use ATBOnline Business or any of the Services for any illegal, fraudulent, or defamatory activity or purpose; and that it will not take any actions or fail to take appropriate actions that could reasonably or will undermine the security or integrity of the ATBOnline Business platform or any Service.
- 17.3 **Trust Accounts.** The undersigned will advise ATB, in writing, of each Account that is a trust account. Unless ATB has been advised of any Account that is a trust account, the Customer acknowledges that it will not, directly or indirectly, use ATBOnline Business to transfer funds between a trust account and a non-trust account.
- 17.4 **Limits.** ATB may set one or more limits in its sole discretion, and such limits are subject to change without notice. Such limits may include: i) the amount that may be transferred between Accounts; ii) the number of bill payments that can be made in one day; iii) the maximum amount for each bill payment; iv) the number of E-transfers that can be made in one day; or v) the maximum amount for each E-transfer or in total per day.
- 17.5 **Not a Substitute for Other Agreements.** This Online Access Agreement is in addition to, and not in substitution for, any other agreement between ATB and the Customer with respect to the operation of any Account(s) of the Customer and with respect to the Services.
- 17.6 **No Representations or Warranties.** Except as expressly provided in this Online Access Agreement, ATB makes no representations or warranties, either express or implied, of any kind with respect to any ATBOnline Business or Services or ATB's performance under this Online Access Agreement, including, without limitation, the implied conditions or warranties of merchantability and fitness for a particular purpose.
- 17.7 **Third Party Services.** The provision of certain online Services is dependant on ATB's ability to provide access to third party networks, systems or services. ATB may (in its own and absolute discretion) engage or change such Service Providers used to facilitate any part of a Service including, but not limited to, payment or clearing services, correspondents and electronic data processing service bureaus. When such third party providers are engaged by ATB, ATB may disclose to such provider, subject to appropriate confidentiality arrangements (as determined by ATB), any information it holds about the Customer as is necessary to provide the Services.
- 17.8 **Varying Availability.** Not all services and features may be accessible or available for all Accounts, Services or ATBOnline Business at any given time.
- 17.9 **Intellectual Property.** This Online Access Agreement does not confer upon the Customer or any of the Customer's Authorized Contacts or Signing Officers the right to use works, logos and trademarks contained on ATBOnline Business or any Service. Unless otherwise indicated, all trademarks, logos, texts or images are the property of ATB or their respective licensor.
- 17.10 **Governing Law.** This Online Access Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta, and the Customer agrees to submit to the jurisdiction of the Courts of Alberta.
- 17.11 **Force Majeure.** ATB will not be liable to the Customer or any other party, in any way, for delay in performance or for the non-performance of any Service if such delay or non-performance is directly or indirectly caused by an event or series of events beyond the control of ATB including, without limitation, acts of God, loss of communication systems and events such as flood, storm, fire, casualty, accident, riot, terrorism, war, labour dispute, communicable disease outbreak, public health emergency or other similar events.
- 17.12 **Severability.** If any portion of this Online Access Agreement shall, for any reason, be declared or deemed invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.
- 17.13 **Headings.** Any heading contained in this Online Access Agreement is added for convenience only and does not change the meaning of any provision in this Online Access Agreement.
- 17.14 **Assignment.** The Customer may not assign any rights or obligations to this Online Access Agreement without prior written consent of ATB. ATB may assign its rights and obligations under this Online Access Agreement at any time.
- 17.15 **This Online Access Agreement will benefit and bind the respective successors and permitted assigns of ATB and the Customer.**
- 17.16 **Counterparts.** This Online Access Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which when taken together will be deemed to form one and the same agreement. Counterparts may be signed either in original or faxed form or in such other form as ATB may accept, and the parties may adopt any such signatures as original signatures of such parties.
- 17.17 **Further Assurances.** The Customer shall forthwith, from time to time upon the request of ATB, do, make and execute all such additional documents, acts, matters and things as may be required by ATB, in its reasonable discretion, to give effect to the provisions of this Online Access Agreement.