

ATB Financial Business banking account agreement

("Account agreement")

1. Introduction

This Account Agreement between ATB Financial and the Account Holder sets out the terms and conditions that govern your Account opened with ATB Financial, in addition to any agreements between ATB Financial and the Account Holder for specific products and/or services.

1.1. Definitions

In this Account Agreement, the words:

"ABM" means automated bank machine.

"Account" means any and all of your business chequing, savings and GIC accounts with ATB Financial, as such accounts may be, from time to time, opened, closed, renumbered or redesignated.

"Account holder" means the person or people or the Business indicated as account holder on the Application operating as a Sole Proprietorship, Association, Society, Co-operative, Partnership, Joint Venture, Corporation, Municipality, Indian Band or Metis Community.

"Agreement" means this Account Agreement. This Agreement replaces any prior agreement for any Account you may already have with ATB Financial.

"APP" means a software application that we make available for a Device.

"Application" means the application to apply for the Account and/or Services, as/if applicable.

"ATB Business Mobile" means access to ATBOL using Devices through websites designed specifically for such Devices or through an App.

"ATB Financial" means ATB Financial.

"ATBOL" means ATB Online Business that may be used together with a Username and Password to directly access the Services and Account and includes other Apps (such as ATB Business Mobile).

"Authorized contact" means the person or people indicated as authorized contact on the Application.

"Biometric information" means information derived from an individual's personal characteristics (such as retina or iris scan, fingerprint, voiceprint, and scan of hand or face geometry).

"Business day" means any day that is not a Saturday, Sunday or a day in which ATB Financial is required or permitted to be closed in the province of Alberta.

"Debit card" means the ATB Financial debit card that is used to access the Account, make purchases, or withdraw cash. Any Device that may be used to incur charges on the Account will also be considered to be a Client Card.

"Debit card number" means the unique number indicated on the Debit Card issued to you by us.

"Device" means a computer, laptop, mobile device, wearable device, tablet, watch or any other electronic device that

supports access to the Services and that we allow to be used to access the Services.

"GIC" means Guaranteed Investment Certificate.

"Legal costs" means all solicitor and client costs together with disbursements.

"Password" means the combination of letters, numbers and/or special characters that is selected and that is used with the Username to access the Account through ATBOL, or Biometric Information to access the Account through an App.

"PIN" means the personal identification number used with the Debit Card to access the Account or that is entered for transactions using the Debit Card.

"Rate and fee schedule" means ATB Financial's written statement of the interest rates and fees under this Agreement. ATB Financial may amend from time to time the Rate and Fee Schedule. A copy of the Rate and Fee Schedule will be provided with the Application and can also be obtained from any ATB Financial branch or at atb.com

"Services" means all Account related services offered by ATB Financial.

"Sign" or "Signed" includes electronically.

"Signature" means a handwritten signature, an electronic signature or other information in electronic or biometric form, including the Verbal Password, that is created, selected or adopted by a person and that is accepted by the person as being unique to that person.

"Signature card" means, in respect of an Account, a document that is signed by a person who is authorized to give instructions in respect of the Account, or electronic data that constitutes the Signature of such a person.

"Username" means either the Debit Card Number that you have at the time the Services were first made available to you or a username that is selected in accordance with our guidelines. If a Debit Card Number is used as the Username, the Username will not be automatically updated by ATB Financial if a new card with a new Debit Card Number is issued to you.

"Verbal password" means the combination of letters, numbers and/or special characters that is selected and that constitutes the Signature of a person.

"Visa Debit" means the ability to use the Visa network to process certain Debit Card transactions through your deposit Account linked to your Debit Card.

"Visa Secure" is a service that provides you with increased security when you make online purchases with merchants who participate in the program.

"We", "our", and "us" refer to ATB Financial.

"You", "your" or "yours" or "the Business", or "the Client" refers to the Account Holder.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms in this

Agreement have the meaning given to them elsewhere in this Agreement.

1.2. General terms

You agree to, and are bound by, all of the terms and conditions of this Agreement if:

- a. You sign the Application; or
- b. You conduct a transaction on the Account.

2. Accounts

2.1. Application

If you apply for products and services through our website, atb.com you agree as follows:

- a. that ATB Financial can use the Signature Card for your Account for these new products and services.
- b. ATB Financial will not send you a paper copy of any of the agreements you agree to electronically, although you may save any or all of the documents and also print them, if you so choose; and
- c. agreements you agree to electronically are binding and have the same legal effect as if they were written down on paper.

2.2. Account information

You warrant to the best of your knowledge that the information on the Application is complete and accurate, and does not fail to disclose information that we may require to service your Account. You acknowledge that ATB Financial has relied on this information in approving the Account, and you agree to provide us with any further information or proof that we may need, at our request. You authorize ATB Financial to obtain factual, or personal information (if applicable), or credit information about you at any time from any other source or person for the purpose of establishing your identity, reputation and creditworthiness. You agree that ATB Financial may share your personal and credit information with credit-reporting agencies and may also obtain credit reports and other information about you from such agencies. ATB Financial will collect, use and disclose your personal information in accordance with section 9.9 Privacy Notice.

2.3. Account authority declaration

You certify that there are no provisions in the Articles of Incorporation, Memorandum of Association, or in any of your by-laws or resolutions or in any partnership agreement, joint venture agreement or unanimous shareholders agreement, or in any other agreement, that in any way restricts or limits your powers or the powers of the directors (or councilors) or of any persons authorized by the directors (or councilors) to open or operate an Account.

2.4. Account opening

Subject to the terms of this Agreement, we will open an Account in the Business' name. To access the Account, we may issue Debit Cards, Cheques, or PIN's or Passwords to you.

All amounts posted or charged to the Account with, or in connection with, Client Cards or Cheques, including but not limited to purchases, cash advances, balance transfers, amounts in overdraft, interest, costs, fees, Legal Costs, wire

transfers, money orders, gambling advances and service charges, will be a charge to the Account and will be a debt obligation of you to ATB Financial (the "Debt").

In consideration of ATB Financial agreeing to open the Account, each Account Holder agrees to indemnify ATB Financial against any loss which ATB Financial may suffer, including legal fees as between a solicitor and his own client, and hold ATB Financial harmless from all claims against ATB Financial or any of its directors, officers or employees, by reason of or arising from this Agreement or the use of the Account.

2.5. Authority and instructions

If we permit, we may take instructions from any Account Holder and/or the Authorized Contact without the approval of the other(s), and each of you are designated agents for the other without further authorization. If we permit, any one of you may authorize additional Account Holders or Authorized Contacts, without notice to any other Account Holders. If we permit, you may authorize and appoint Signing Authorities on this Account. You are solely responsible for determining the suitability of individuals you appoint as Signing Authorities or as Authorized Contacts. ATB Financial shall not in any way be liable or held responsible for any loss suffered by you caused by any act or omission or wrongful conduct of any Signing Authority appointed by you.

ATB Financial is authorized to contact your Authorized Contact to discuss the ongoing operation of the Account.

2.6. Telephone, fax and email instructions

Subject to section 2.5, if we permit:

- a. We may accept instructions regarding the Account by telephone to the Client Care Centre or to the branch where the Account is held provided the instructions are consistent with the terms and conditions of the Account and identity can be verified to ATB Financial's satisfaction.
- b. We may accept instructions regarding the Account by fax to the Client Care Centre or to the branch where the Account is held provided the instructions are:
 - Signed by you, your Authorized Contact or Signing Authority (as applicable), and include the applicable name, Account number, and fax number
 - Legible and unambiguous
 - Consistent with the terms and conditions of this Agreement
- c. You, your Authorized Contact or Signing Authority may send instructions regarding the Account by electronic mail ("email") at your own risk.

ATB Financial may rely on any telephone, fax instructions, or email bearing signature (including electronic signature) of you, your Authorized Contact or Signing Authority (as applicable) or purporting to be (whether by forgery, alteration or otherwise) given by or on behalf of you. ATB Financial may treat any such instruction as fully authorized by and binding upon you. ATB Financial will not be liable for any losses or damages that you may suffer or incur in relation to the Account from acting on telephone, fax or email instructions, provided ATB Financial acted in good faith believing such

person to be you, your Authorized Contact or Signing Authority (as applicable) or such signature to be genuine.

ATB Financial will act on all acceptable instructions sent by telephone, fax, or email as soon as it is reasonably practical to do so. You must confirm that ATB Financial has received the instructions as ATB Financial is under no obligation to confirm receipt. ATB Financial may decline to act for any reason on instructions sent by telephone, fax, or email, including, but not limited to, unclear or suspicious instructions or unsatisfactory identity verification. ATB Financial will not be liable for any delay, failure, or refusal to act in any circumstance.

If your instructions require immediate attention, you, your Authorized Contact or Signing Authority must personally deliver them to any ATB Financial branch.

2.7. Authority to deposit

If a Signing Authority (as listed on the Application) has been given the authority to make deposits, they have the authority to do the following:

- a. to execute any documents relating to making deposits to the Account or any other accounts which you may open and operate alone or with another or others, whether in Partnership or otherwise, as may be required by ATB Financial; and
- b. to negotiate with, deposit with, or transfer to ATB Financial (but for credit of your Account only) all or any cheques, promissory notes, bills of exchange, orders for the payment of money, drafts and other paper, negotiable or otherwise, purporting to be signed or endorsed on your behalf or having your name impressed thereon by rubber stamp or otherwise.

2.8. Authority to withdraw

If a Signing Authority (as listed on the Application) has been given the authority to withdraw money, they have the authority to do the following:

- a. to make, sign, draw, accept, negotiate, endorse, execute and deliver all or any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money and, generally, all instruments and documents, whether negotiable or not, for the purpose of binding or obligating you to ATB Financial or as required by ATB Financial or as may relate in any way in connection with the Account or any borrowings or advances by way of overdraft or otherwise.

2.9. Authority to borrow

If a Signing Authority (as listed on the Application) has been given the authority to borrow money, they have the authority to do the following:

- a. to apply to ATB Financial for loans to the Business and arrange with ATB Financial the amount, terms and conditions of such loans and the security or securities to be given to ATB Financial;
- b. as security for any money borrowed from ATB Financial:
 - i. to execute promissory notes and other negotiable instruments or evidences of debt for such loans and

renewals of all such promissory notes and other negotiable instruments or evidences of debt; and

- ii. to give or furnish to ATB Financial all such securities and promises as ATB Financial may require to secure the repayment of such loans and interest thereon and execute all security agreements, mortgages, hypothecations, charges, pledges, conveyances, assignments and transfers to or in favour of ATB Financial of all or any property, real or personal, moveable or immoveable, owned by you or in which you may have any interest, and any other documents or contracts necessary to give or furnish to ATB Financial the security or securities required by ATB Financial.

2.10. Authorized to act

All agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted or executed or endorsed as provided in this Agreement shall be valid and binding upon you, jointly and severally, and ATB Financial is hereby authorized to act thereon and give effect thereto.

2.11. Use of agents

ATB Financial is authorized to present for payment or acceptance or to collect any instrument through Payments Canada, or such financial institution, or other agent as ATB Financial may deem best, at your sole risk and expense, and ATB Financial may accept drafts, cheques or cheque images, settlement vouchers, clearing house slips, items or other evidences of payment in settlement of the instruments or in remittance therefore; and ATB Financial shall not be liable to you by reason of any act or omission of Payments Canada, or such financial institution, or other agent or by reason of loss, destruction or delayed delivery of any such instruments while in transit to or from Payments Canada, or such financial institution, or other agent or while in its possession.

2.12. Debit card and PIN

Upon your request, ATB Financial may issue a Debit Card together with a PIN to enable you to use automated banking machines to make transactions and to obtain cash advances on the Account up to a maximum daily amount specified by us from time to time. You may also use the Debit Card and PIN to effect payment for purchases of goods and/or services from a merchant using a direct payment terminal subject to the terms and conditions in this Agreement.

You are responsible for advising and ensuring that the holder of the Debit Card does not disclose the PIN to any other person and to ensure that any record of the PIN is kept separate from the Debit Card. If a PIN is disclosed to any unauthorized person (intentionally or unintentionally), you will continue to be liable to ATB Financial for any transaction or charge through the use of the Debit Card and the PIN, whether or not they are incurred by you, until you notify ATB Financial.

ATB Financial shall have no liability for any failed or delayed transaction, non-acceptance, or for any actions of a merchant.

As a security measure, ATB Financial may impose a limit(s) on, or review, any transaction made or attempted, using Debit Cards and the PIN.

Each Debit Card has an expiry date. A new Debit Card will be reissued to you prior to the expiry date indicated on the Debit Card. Activate your new re-issued Debit Card by using your PIN at any retail location or ABM. Your old existing Debit Card will be deactivated once you have done a PIN enabled transaction at a retail location, at an ABM with your new Debit Card or once the expiry date on your old Debit Card has passed, whichever happens first.

2.13. Bill payments

If you give instruction through ATBOL by 12:59 a.m. Mountain Time, the bill payment company (or bill payment company’s designate) will receive payment the next Business Day. As different bill payment companies have different payment requirements, it is your responsibility to know what your bill payment company’s requirements are and to make payments accordingly. ATB Financial will not be responsible for any late payment penalties, fees, or interest imposed by your bill payment company under any circumstances. ATB Financial makes no warranties or representations of any kind whatsoever, whether express or implied, in connection with ATBOL and the Services, except as set out in this Agreement.

2.14. ATB telephone banking

If you have chosen to enroll in ATB Financial Telephone Banking, you agree with ATB Financial as follows:

- a. You have chosen a Security Access Code (“SAC”) to access the Account by telephone. Services are limited after 11:00 p.m. Mountain Time and before 7:00 a.m. Mountain Time daily.
- b. If you have not used ATB Financial Telephone Banking for one year or more, your access to the service will be limited.
- c. ATB Financial may:
 - i. Set fees for the service
 - ii. Change the fees for the service
- d. You will not disclose your SAC to any unauthorized person.
- e. Any use of your SAC acts as your authorization for each use of the service, as if each authorization had been signed by your authorized Signing Authority.
- f. If any other person accesses your Account using your SAC, ATB Financial may consider such access to be authorized by you.
- g. If an unauthorized person learns your SAC, you will immediately notify ATB Financial’s Client Care Centre by telephone, calling our toll- free number at **1-800-332-8383**.
- h. ATB Financial’s records of use of the service shall be considered correct, unless established to the contrary with evidence satisfactory to ATB Financial.
- i. A record of each transaction authorized by use of our SAC will appear on our usual Statement of Account.

2.15. Night depository

If ATB Financial allows you to use the night depository at the branch at which you opened the Account (“**Depository**”), you agree with ATB Financial as follows:

- a. Only Canadian and/or U.S. currency, cheques, money orders, bank drafts and other orders for the payment of shall be placed in the depository. These items shall be

sealed in a tamper proof disposable plastic bag supplied by ATB Financial, and the door of the Depository shall be closed and locked. You acknowledge receipt from ATB Financial of a key to the outside door of the Depository, which shall remain the property of ATB Financial. You shall immediately notify ATB Financial of any loss of the key to the outside door of the Depository and you are responsible for all costs of a new lock(s) and key(s) if ATB Financial chooses, at its sole discretion, to replace them.

- b. You will be responsible for the purchase of tamper proof bags from ATB Financial, at a price set by ATB Financial, from time to time.
- c. When the Depository is used for deposit(s) and/or bill payment(s), the original completed ATB Financial deposit form(s) and/or original remittance portion(s) along with cheque(s) payable from the Account, shall be securely enclosed in the bag. ATB Financial shall open the bag, remove the contents, and deal with those contents in accordance with its usual business practices. Until the contents have been dealt with by ATB Financial, the contents are considered as not processed through the Account.
- d. Upon termination of this Agreement you shall deliver any/ all keys supplied by ATB Financial. If same are not returned or have been subject to more than normal wear and tear, you are liable for the item(s) and all costs associated with repairing or replacing those items.

2.16. Cheques

ATB Financial may provide cheques or other instruments (collectively “**Cheques**”) to you, which can be used to draw against the Account. You must ensure that the cheques are kept in a secure location and shall immediately notify ATB Financial if the cheques are lost or stolen.

You shall be responsible for establishing your own internal procedures of use of the cheques. We will not be required to verify whether any use of a cheque is in accordance with those procedures.

ATB financial reserves the right to refuse to honor any cheque and to discontinue providing cheques at any time. All unused cheques shall be returned to atb financial upon demand.

You waive presentment, protest and notice of dishonour on all cheques which you have drawn, made, accepted or endorsed and are which are delivered to ATB Financial for deposit.

ATB Financial may charge your Account, even if that creates or increases an overdraft, with any Cheque drawn by you, or any instrument, cheque or item cashed or negotiated by ATB Financial for you or credited or deposited to your Account for which payment is not received by ATB Financial or which is subsequently returned by reason of a forged or unauthorized or missing endorsement, or as being fraudulent or materially altered. ATB Financial may charge your Account for any instrument, cheque or item received by ATB Financial for credit or deposit to your Account even if that instrument, cheque or item is lost, stolen or otherwise disappears by any reason other than ATB Financial’s negligence.

2.17. Verbal password

If there is a Verbal Password for the Account:

- a. you shall treat the Verbal Password in the strictest confidence;
- b. you shall not disclose the Verbal Password to any other person; and
- c. if an unauthorized person learns the Verbal Password, you will immediately notify ATB Financial's Client Care Centre by calling our toll-free number at **1-800-332-8383**.

You are liable for each use of the Verbal Password to access your Account, whether or not authorized by you. ATB Financial shall not in any way be liable or held responsible for any loss suffered by you caused by any act or omission or wrongful conduct of any access to your Account through the use of the Verbal Password.

3. Fixed date deposits

3.1. Interest

If any fixed date deposit that ATB Financial places for you under this Agreement ("**Fixed Date Deposit**") is indicated as Linked next to the Product Name on any Fixed Date Deposit Certificate ("**FDD Certificate**"), Account Statement(s) and / or other confirming record of such Fixed Date Deposit that ATB Financial prepares for you (collectively, "**confirmation**"):

- a. The interest rate payable is calculated and determined by ATB Financial, and you acknowledge that ATB Financial may use its discretion and judgment in relation to calculations and any determinations made in respect of the return payable.
- b. You acknowledge and agree that there is the possibility of the occurrence of a market disruption or other event which will have a material effect on ATB Financial's ability to calculate the return payable to you, to manage the related risk or to otherwise perform its obligations. As a result, ATB Financial may, acting reasonably, take such action as it deems necessary, including, without restriction, adjusting, advancing or delaying the calculation or payment of the return.

3.2. Redemption

If your Fixed Date Deposit is indicated as redeemable on its confirmation, then it may be withdrawn in whole at any time, provided that:

- a. If the original Term Length, as set forth upon its confirmation, is for less than one (1) year, then ATB Financial reserves the right to require ten (10) calendar days' notice of withdrawal; or
- b. If the original Term Length, as set forth upon its confirmation, is for one (1) year or greater, then ATB Financial reserves the right to require thirty (30) calendar days' notice of withdrawal; and
- c. If withdrawn in less than thirty (30) calendar days, then no interest will be paid and if withdrawn after thirty (30) calendar days yet prior to the Date of Maturity as set forth upon its confirmation, then simple interest will be paid, calculated daily, at ATB Financial's then-applicable early redemption rate.

If your Fixed Date Deposit is indicated as redeemable on its confirmation, then a portion of the principal amount may be withdrawn at any time provided: (i) the specific product type allows for partial redemptions; and (ii) the principal amount invested remains greater than or equal to the minimum investment amount. Partial redemptions will also be subject to Paragraphs 3.2(a), (b), and (c) above.

If your Fixed Date Deposit is indicated as non-redeemable then you agree that you won't withdraw or redeem the funds before the maturity date. Notwithstanding the foregoing, ATB Financial may, in its sole discretion, allow you to redeem or withdraw your funds prior to the maturity date. If that happens, interest may be paid and if so, such interest will be reported to the Canada Revenue Agency as required. You will also be subject to an interest rate penalty fee and an administration fee. We'll let you know what the interest rate penalty fee and administration fees are before you confirm that you want to redeem the funds.

3.3. Renewal

3.3.1 If:

- a. the Maturity Option indicated upon your Fixed Date Deposit's confirmation is pay by cheque and, on maturity, ATB Financial is unable to deliver the cheque to you;
- b. the Maturity Option indicated upon your Fixed Date Deposit's confirmation is credit account and, on maturity, the account indicated for deposit has been closed; or
- c. ATB Financial is otherwise unable to deposit the funds to such account,

then at ATB Financial's option, it may either:

- a. deposit the funds into any account you have with ATB Financial; or
- b. ATB Financial may reinvest the funds in another fixed date deposit with ATB Financial, for a term selected by ATB Financial, at ATB Financial's then-prevailing interest rate and terms.

3.3.2 If the Account Holder is a sole proprietorship, and if, during the term of your Fixed Date Deposit, you die and your Fixed Date Deposit is indicated on its Certificate as not redeemable, then if we're asked by your estate representative we'll redeem the whole Fixed Date Deposit and pay the same to the estate as applicable. We may charge early redemption fees but will let your estate representative 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 which will be reported to the Canada Revenue Agency as required.

3.4. Inactive

If you have made no contact with ATB Financial for a period of one (1) year, then your Fixed Date Deposit's Account will be designated as inactive:

- a. If, at that time, the balance is under \$250, then, after one (1) additional year, if ATB Financial is unable to contact you to re-activate the Fixed Date Deposit's Account or you otherwise not re-activate the Fixed Date Deposit's Account

by conducting a transaction or acknowledging its balance, in writing, then, by law, its balance may be forfeited. You will then have three (3) additional years to reclaim its balance, after which time, ATB Financial will have no liability to reimburse you.

- b. If, after the Fixed Date Deposit's Account is designated as inactive and its balance, at that time, is \$250 or greater, then, after one (1) additional year, ATB Financial is required, by law, to designate the Fixed Date Deposit's Account as unclaimed. If the Fixed Date Deposit's Account is designated as unclaimed for a period of ten (10) years, then ATB Financial is required, by law, to pay its balance to the Government of Alberta. You may be able to reclaim its balance by a reclamation process through the Government of Alberta. ATB Financial will, as required, attempt to contact you at or around 2, 4 and 7 years of inactivity with respect to the Fixed Date Deposit's Account in order to reactivate it. Service charges may apply at those times. You also agree that, if at any time there are insufficient funds to cover the service charges applicable, that ATB Financial may terminate the Fixed Date Deposit's Account without notice to you.

3.5. Income Tax Act (Canada)

Interest, for tax purposes, will be reported in accordance with the Income Tax Act (Canada).

3.6. Springboard GIC

If your Fixed Date Deposit's Account is indicated on its confirmation as a Springboard GIC, then the amount of interest reported for tax purposes may not be the actual amount of interest earned by you in that year as ATB Financial is required to report an amount based on an average rate over the full term of your Fixed Date Deposit.

4. Debit cards

4.1. 4.1 Debit card ownership

All Debit Cards remain the property of ATB Financial at all times. ATB Financial may request the return of and replace a Debit Card at any time. You cannot assign or transfer to anyone a Debit Card, the Account, or this Agreement.

4.2. Withdrawing cash

You can use your Debit Card to withdraw cash at ABMs where *Interac*® is accepted within Canada. Those transactions will be processed through the *Interac* Network. If your Debit Card displays the Visa logo, you can also use your Debit Card to withdraw cash at ABMs anywhere (inside or outside of Canada) Visa is accepted. Those transactions will be processed through the Visa network. You will have to enter your PIN to use your Debit Card for all ABM withdrawals.

4.3. Debit purchases

While shopping in Canada, you can use your Debit Card to make point of sale (POS) purchases at stores that accept *Interac* and receive cash back where offered by the merchant. These transactions will be processed through the *Interac* network. If the merchant does not have "tap and go" or *Interac* Flash contactless payment terminals, you will have to enter your PIN to make your purchase. If you prefer, you can

turn off the "tap and go" feature on your Debit Card such that you must always enter your PIN. To turn off the "tap and go" feature, just call the ATB Client Care team at **1-800-332-8383** or drop by any branch during normal 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 and go" feature back on again by doing the same.

If your Debit Card displays the Visa® logo, your new Debit Card can be used:

- a. to make in-store point of sale (POS) purchases anywhere Visa is accepted. These purchases may require chip and pin, signature and/or swiped depending on the merchant and will be processed through the Visa network.
- b. to make online purchases, mail or telephone orders through retailers that accept Visa Debit. These transactions will be processed through the Visa network.
- c. to make advanced purchases such as reserving hotels or car rentals, just know that the funds will be immediately taken from your Account by the Merchant and the final purchase amount may differ. These transactions will be processed through the Visa network.

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 failure, malfunction or for any other reason, you agree to reimburse us for any amount owing immediately upon demand. If we allow you to go into a negative balance you must immediately repay the amount owed.

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.

4.4. Lost or stolen cards

If a Debit card or cheque is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling our toll-free number at **1-888-332-8383**. If a Debit Card is lost or stolen, unless otherwise prohibited by law, you will be liable to ATB Financial for:

- a. all Debt on the Account in relation to the lost or stolen Debit Card incurred through transactions in which only the Account number is used, up to a maximum of \$50.00, resulting from the loss or theft of the Debit Card that is incurred before ATB Financial is notified of the loss or theft; and
- b. all Debt on the Account in relation to a lost or stolen Debit card that is incurred through transactions in which the Debit card and PIN are used.

However, you will not be liable for any Debt directly resulting from the loss or theft of a Debit card that is incurred after ATB Financial has been notified about the lost or stolen Debit card.

4.5. Service cancellation

You may cancel a service by providing written notice to ATB Financial. ATB Financial has the right at any time, without notice to you, to cancel any service, right or privilege in respect of the Account.

If the Account is overdrawn, ATB Financial may, but is not required to, suspend any privileges, or the Account until such time as the Account is not overdrawn.

If a Debit Card is cancelled or suspended:

- a. the applicable Account Holder will cease to be entitled to the Debit Card benefits;
- b. the Debit Card shall immediately be returned to ATB Financial;
- c. ATB Financial may inform businesses honouring the Debit Card that it has been revoked or cancelled;
- d. you shall continue to be liable for all Debt to the Account incurred through the use of the Debit Card or any Cheque made prior to the time the Debit Card and/or Cheque are returned to ATB Financial; and
- e. you must notify any service providers who have authorization to charge transactions to the Account or Debit Card of the closure. Although an Account or Debit Card may be closed, you will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

If a Debit Card is cancelled or suspended, ATB Financial shall not be liable for, and you release ATB Financial from, any loss, costs, or damages due to Debit Card privileges being cancelled.

4.6. Visa secure

If you have a Debit Card that is Visa Debit enabled, it automatically comes with the Visa Secure Service (“**Visa Secure**” or “**the Service**”).

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 a unique, one-time passcode (the “**One-Time Passcode**”) to authorize your online purchase. The prompt will be sent to the mobile number and/or email associated with your Account.

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 the Visa Secure service, but if you 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 World Wide Web: Please understand that in order to use the Visa Secure service, you need to have accessibility to the World Wide Web and you will be required to pay any related fees that may be associated with such access. Alerts or One-Time Passcodes sent via SMS may not be delivered to you if your phone 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, factors beyond the control of your wireless carrier may interfere with message delivery, including the client’s equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not

guarantee that alerts will be delivered. Carriers are not liable for delayed or undelivered Messages.

Your personal information: We use your personal information to administer the Visa Secure service, 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 the Visa Secure service to law enforcement or regulatory authorities to allow them to investigate any suspected misuse of your security details. What you are Responsible for: Unless you are a victim of fraud, you are responsible for all of your transactions when you use the Visa Secure service. This means that you will be responsible for your use of the One-Time Passcode—please be sure to keep it safe—do not tell it to anyone and do not write it down anywhere.

About our role: We are not responsible if the Visa Service does not work because of things that are beyond our reasonable control and we do not make any guarantees in respect of the operation of the Visa Secure service. You should always be comfortable that you are making purchases from merchants you trust.

Ending or changing the service: The Service and the way it is used in relation to your Debit Card may be changed 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. Where practicable, we will give you reasonable notice of any major changes. We may also stop your ability to use the Visa Secure Service where 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 the Visa Secure service where we believe that either you or someone else is using the Visa Secure Service illegally or where we believe there is a possibility of any fraud.

Viruses: You are responsible for making sure that your information technology, your computer programs and platform allow you to access the Service. You should always have virus protection software installed on your devices. When you use Visa Secure you are not allowed to misuse the Service. You cannot knowingly introduce viruses, trojans, worms, or other material that may be malicious or technologically harmful. You can not attempt to gain unauthorized access to the Service, or any connected server, computer or database. You also must not attack the Service in any way.

4.7. Liability for loss

You are responsible for all authorized use of a valid Debit Card.

You are liable to all losses that result:

- When you make fraudulent or worthless deposits or transfers.
- From your use of your Debit Card when there are insufficient funds in the Account.
- From unauthorized transactions if you contributed to the unauthorized use.

For example, if you voluntarily disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card had been lost, stolen or misused, or that someone else may know your PIN.

If you are liable, you agree that your liability for losses may exceed the credit balance or available funds if:

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

In this case, 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, plus any applicable fees and interest.

You won't be held responsible if:

- You or a merchant make an error at a merchant's terminal (such as entering an incorrect purchase amount or completing a transaction twice).
- You make an error at an ABM (such as entering an incorrect deposit amount or forgetting to include the deposit).

However, you will be liable for any resulting additional costs, such as additional service, NSF or interest charges.

You're also not liable for losses that result from:

- Circumstances that are beyond your control, including losses resulting from technical problems, our errors or other system malfunctions.
- Circumstances where you unintentionally contribute to unauthorized use, provided you cooperate with us in the investigation.
- The unauthorized use of the Debit Card after you've reported it to us as lost or stolen, where you have reported to us that the PIN may be known to someone else, or where the Debit Card is cancelled or expired.

Interac Zero Liability Policy: You're not liable for losses resulting from unauthorized *Interac* transactions (one in which your Debit Card and PIN are used to carry out a transaction as a result of you being tricked, forced, intimidated or robbed.)

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. Exercised reasonable care in safeguarding your Debit Card from any unauthorized use, loss or theft.
2. Immediately report to us any loss or theft of the Debit Card.
3. Notify us of the unauthorized transactions within a reasonable time.

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

For example, if you don't follow the "**keep your PIN safe**" protocol, you voluntarily disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card or PIN had been lost, stolen or misused.

5. Overdraft protection

5.1. Overdraft protection

ATB Financial may provide you with overdraft protection for the Account to a maximum amount approved by ATB Financial ("**Overdraft Limit**"). ATB Financial may, in its sole discretion, and without prior notice to you, reduce or increase the Overdraft Limit. At any time and without prior notice, ATB Financial may reduce or terminate overdraft protection and refuse to honour any cheques or items that would overdraw or further overdraw the Account even if ATB Financial has previously permitted you to overdraw the Account. Should ATB Financial honour any cheque or item that would overdraw your Account beyond the approved Overdraft Limit, the balance may not remain in excess of the Overdraft Limit for more than thirty (30) calendar days.

Overdraft interest, at a rate specified on the Rate and Fee Schedule, will be calculated (but not compounded) daily. ATB Financial may change the overdraft interest rate without prior notice to you. ATB Financial's determination of the overdraft interest rate at any time will be absolutely binding on you. All interest, upon becoming overdue, will be treated as principal and will bear compound interest at the overdraft interest rate.

You agree to repay to ATB Financial the overdraft within sixty (60) calendar days of overdrawing the Account. Provided the overdraft, together with any interest and fees, has been repaid within the 60-calendar day period, you may again overdraw the Account. ATB Financial may demand payment at any time. Upon demand, you agree to pay the full amount overdrawn, together with interest owing and any applicable fees.

You will notify ATB Financial immediately of any adverse change in your financial circumstances. Upon request, you agree to provide ATB Financial with security to secure the overdraft and as collateral for overdraft repayment. You acknowledge that the terms and conditions of the security agreement will impose additional obligations upon you and you agree to abide by the terms and conditions set out in the security agreement.

At your written notice, ATB Financial will terminate all overdraft protection as soon as reasonably practical to do so. Termination will not relieve you of your obligation to pay the full amount overdrawn, together with interest owing and any applicable fees to ATB Financial.

6. Charges, interest and fees

6.1. Use of account

ATB Financial will record all transactions related to the use of, or in connection with the Account, as well as all interest, service charges, fees, credit notes, and adjustments.

ATB Financial reserves the right to refuse authorizations for any transactions from time to time without advance notice if we suspect unauthorized use or inappropriate transactions.

6.2. Changes to interest rate

ATB Financial's interest rates that are payable on deposits, and how interest is calculated, may vary from time to time. ATB Financial's current interest rates are set out on the Rate and Fee Schedule. If interest is payable on the Account, ATB Financial will advise you of the interest rate and any changes in the interest rate by way of a notice that will be provided, either by mail to your most recent address in ATB Financial's records, by posting a notice in ATB Financial branches, by posting on ATB Financial's website atb.com or by any other manner, at ATB Financial's option.

6.3. Pre-authorized debits

You must pay all pre-authorized debits charged to the Account or Debit Card. If a Debit Card is cancelled, you must notify any service providers who have authorization to charge transactions to the Account or Debit Card of the account closure. Although an Account may be closed, you will continue to be liable for any pre-authorized payment arrangements, which may still be charged to the Account.

Merchants may be enrolled in services with the network for ATB Financial to automatically provide new Debit Card details including the 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 determine if the pre-authorized payments have in fact been discontinued.

6.4. Foreign exchange

If you draw against the Account in a currency other than the denominated currency for such Account, we will convert the currency directly to the denominated currency for such Account, before the transaction is recorded on the Account, based upon the conversion rate set by us at the time the debit is posted to the Account. Please refer to Additional Services and Associated Charges for more information about conversion fees which is posted on ATB's website atb.com

6.5. Other charges

You must pay all fees that apply to the Account and this Agreement. The current charges for these items are set out in the Rate and Fee Schedule. ATB Financial will charge these fees to the Account at the time they are incurred and can use any monies in the Account, or any other Account operated by ATB Financial for you, to do this. These charges include, but are not limited to:

- a. any charges ATB Financial assesses for the handling of purported payments for the Account returned unpaid upon presentation for payment;
- b. ATB Financial's service charges for the retrieval of sales slips, cheque copies, issuance of replacement Statements or Client Cards, cash advances from automated banking machines, over the counter cash advances and credit bureau searches;

- c. if we have consented to overdraft privileges for the Account, any charges ATB Financial assesses for these privileges;
- d. the annual fee and any supplemental fee charged by ATB Financial for a Client Card;
- e. any administrative fee charged by ATB Financial for purchases, cash advances or cheques made or drawn in a foreign currency;
- f. any liability of the Account Holder incurred under any agreement with ATB Financial;
- g. any charges for providing or responding to requests for information or access to business records; or
- h. where permitted by provincial law, other administrative items.

7. Statements

7.1. Statements

ATB Financial will prepare a periodic billing statement ("**Statement**") for the Account. A Statement will be sent every month; however, ATB Financial may not provide a Statement for an Account in which there has been no activity that month.

The Statement will be sent to the address last provided to ATB Financial by you as indicated on ATB Financial's records. Any communication will be deemed to be sufficient communication to all of you. Each Statement will be deemed to have been received by you on the fifth (5) calendar day following the date of deposit by us of the Statement at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery, in such case, you must contact ATB Financial monthly during such strike or disruption to obtain Statement information.

7.2. Statement verification

You must notify ATB Financial promptly if you do not receive your Statement within seven (7) calendar days of when you normally receive it. ATB Financial is not responsible for lost, misdirected or intercepted Statements.

Upon receipt of your Statement, you must examine your Statement, each debit and credit entry, and each cheque and voucher and balance recorded. You must notify ATB Financial in writing of any discrepancies, irregularities, errors, omissions or objections with respect to any information contained in any Statement, entry or transaction posted to it within thirty (30) calendar days from the Statement date. If you do not notify ATB Financial as required, the Statement, entries, cheques and vouchers, and balances (except as to any alleged errors so notified) will be deemed to be correct, complete, authentic and properly binding upon you and charged to your Account and you are not entitled to be credited with any sum not credited in the Statement. In such case, ATB Financial will be released by you, from any claim for negligence, breach of this Agreement, breach of contract, breach of trust, breach of fiduciary duty or otherwise, in respect of the Statement and no claim may be made by you against ATB Financial for any item disclosed or omitted to be disclosed on the Statement. At any time, ATB Financial may correct any credit to your Account made by mistake.

You further agree that ATB Financial shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless: (i) the forged or unauthorized signature was made by a person who was at no time your agent or employee; (ii) the loss was unavoidable despite your having taken all feasible steps to prevent loss arising from forgery or unauthorized signature; (iii) the loss was unavoidable despite your having in place the procedures and controls to supervise and monitor your agents and employees; and (iv) the loss was caused solely by ATB Financial's negligence, fault or willful misconduct.

You will diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of your Cheques and in your Statement reconciliation or other banking functions.

8. Liability

8.1. Joint and several liability

You agree that you shall be jointly and severally liable and responsible to ATB Financial for all transactions, obligations, liabilities and Debt heretofore and hereafter entered into or incurred on behalf or in the name of the Account Holder(s) in which ATB Financial is or may become interested where the same are entered into or incurred prior to the termination of this Agreement. This includes, but is not limited to, liability:

- (a) incurred through unauthorized use of a PIN number;
- (b) if the Account is in overdraft;
- (c) if Statements are only sent to one of you and not to any others; or
- (d) if a Debit Card is used before its valid date or after its expiry date.

8.2. Binding nature of agreement

The obligations of each Account Holder are not dependent upon any other person or persons or business signing this agreement or being liable thereunder and an error in the business name will not affect the obligations of the undersigned.

This Agreement shall be binding on and enure to the benefit of each of the Account Holder and your and our successors and assigns.

9. General

9.1. Assignment

ATB Financial may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information about you and the Account to anyone to whom we assign our rights provided they agree to maintain confidentiality. This Agreement is binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. You may not assign your rights and obligations under this Agreement unless you first obtain ATB Financial's prior written consent.

9.2. Notices and changes

Except as otherwise provided in this Agreement, any notice that is required to be given by ATB Financial under this Agreement may be given to the Client by: (i) a secure message

posted on ATBOL; (ii) a message posted on any ATB Financial website; (iii) sent to the Client's mailing address or facsimile last shown on ATB Financial's records; or (iv) delivered in person to the Client's place of business last shown on ATB Financial's records; or (v) when available, electronically; at that time, ATB Financial will ask for your consent to the notice delivery method (from those available, e.g. email, SMS) and you must also agree to any terms that apply in the consent.

Any notice required to be given by the Client under this Agreement may be given to ATB Financial by the Client 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 ATB Financial's address appearing on the most recent Statement.

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 (3rd) 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 (1st) Business Day following the date of transmission. Any notice delivered electronically will be deemed given and received on the day it is delivered provided such day is a Business Day (or if such day is not a Business Day, on the next Business Day) and provided that the party sending such notice does not receive any notification indicating that such notice was not received by the intended recipient.

You agree to immediately notify ATB Financial of any change of name, Authorized Contact, Director, Councilor, Signing Authorities, agent or address (mail and email).

9.3. Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute waiver of or excuse for any other or subsequent breach.

9.4. Severability

If any portion of this Agreement shall for any reason be declared or deemed to be invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.

9.5. Limitation period

Pursuant to the Limitations Act (Alberta), an action in debt in the Province of Alberta must be pursued within two (2) years from the time the default occurred. Notwithstanding this, this two-year limitation period will be extended to six (6) years for the purposes of enabling ATB Financial to enforce this Agreement.

9.6. Limitation on liability

Under no circumstances will ATB Financial be liable for any damages (including any special, indirect or consequential), or any loss of profits or revenues resulting from the use, or in connection with, a transaction, the Account, or this Agreement, our failure to perform any obligation due to events or reasons beyond our control, your failure to provide complete and correct information to ATB Financial, any systems or communications failure or malfunction, or any loss caused by your failure to have in place systems, procedures and preventative controls to monitor, supervise or train your own agents, employees, Signing Authorities to prevent forgery, unauthorized signature or instructions or material alteration or any loss arising therefrom.

9.7. Choice of law and jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

9.8. Headings

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

9.9. Privacy notice

ATB Financial will collect, use and disclose your personal information in accordance with its:

- a. Privacy Code;
- b. Privacy Statement; and
- c. Out of Canada Service Providers Statement (collectively, privacy practices).

You can access ATB Financial's privacy practices:

- a. on its website atb.com, under the web page Privacy and Security;
- b. by seeking copies of these:
 - i. through any ATB Financial branch; or
 - ii. through ATB Financial's Client Care Centre, **1-800-332-8383**.

In the event that you have any questions about ATB Financial's collection, use or disclosure of your personal information, you may contact ATB Financial's Chief Privacy Officer:

1-800-332-8383
PrivacyOfficer@atb.com

#2100, 10020 – 100 Street, Edmonton, AB T5J 0N3

9.10. Contact number

You may make inquiries about your Account by calling toll-free **1-800-332-8383**.

10. Amendments

10.1. Amending agreement

Subject to the relevant notice provisions required by applicable law, ATB Financial may amend or modify this Agreement and any service fees, interest rates, obligations or rights under this Agreement from time to time by sending you

a notice (written or electronic) or by posting a notice on our public Internet sites. You shall be deemed to have accepted such amendments or modifications if any transaction is conducted on the Account after the effective date of such notice. To obtain a copy of any changes or a current version of this Agreement, please visit our site at atb.com

ATB Financial may at any time amend any service or privilege available or offered or may at any time add or terminate any such service or privilege.

11. Termination

11.1. Termination

This Agreement may be terminated, at any time, by either party, by giving ten (10) calendar days' written notice of termination to the other party.

ATB Financial may immediately terminate this Agreement, without notice, if you:

- a. become insolvent or bankrupt or a petition in bankruptcy is filed;
- b. become subject to proceedings for the dissolution, liquidation or winding up of its affairs;
- c. give notice of your intention to cease to carry on business;
- d. conduct, or participate in, a fraudulent, inappropriate or suspicious transaction on your account;
- e. fail to make any payment when due or under this Agreement;
- f. have, in ATB Financial's sole opinion, a material adverse change in your financial condition; or
- g. are otherwise in default of any of the provisions of this Agreement or any other agreement with us.

Upon termination of this Agreement:

- a. all Debt (whether posted to the Account, or posted in the future, including without limitation, all Debt not yet incurred or that has not been processed, accrued service charges, Legal Costs and interest accrued) must be immediately paid to ATB Financial;
- b. ATB Financial may withdraw from any Accounts you hold with us, including any joint accounts, the amount necessary to pay the Debt;
- c. all cheques and all client cards must be returned to ATB Financial;
- d. your benefits and services will automatically end; and
- e. you must notify any party who has authorization to charge transactions to the Account of the account closure. Although an Account may be closed, you continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

This agreement is the Account Agreement between the Account Holder(s) and ATB Financial.

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