



# ATB BUSINESS SOLUTIONS AGREEMENT MULTIPLE ADMINISTRATOR

Date: \_\_\_\_\_ Main Access BP#: \_\_\_\_\_

This ATB Business Solutions Agreement (the **Agreement**) is between ATB Financial and \_\_\_\_\_ (the **Client**). IN CONSIDERATION OF the mutual promises herein contained, the Client and ATB Financial agree as follows:

## INTRODUCTION

### 1. Definitions and Interpretation

#### 1.1. Definitions

Unless otherwise defined elsewhere in this Agreement, the words:

**Account Agreement** means the account agreement between ATB Financial and the Client that govern the Accounts;

**Account** means any account of the Client, and Account Holder as applicable by any Agent Authorization, with ATB Financial;

**Account Holder** means any person, including the Client, for whom ATB Financial opens an Account pursuant to an Account Agreement;

**Account Number Routed Transaction** means an *Interac* e-Transfer Transaction that is sent using an account number rather than an email address or mobile number;

**Administrator** means any individual designated as such pursuant to Article 14 of this Agreement;

**Agent** means a Client who has been appointed as an agent by another ATB Financial Account Holder and has provided the agent with access to certain of its Accounts with ATB Financial in connection with the use by the agent of the Services for the benefit of the Account Holder;

**Agent Authorization** means the Agent Authorization form pursuant to which an Account Holder authorizes the Agent to use the Services for the benefit of the Account Holder;

**Alerts** means voluntary alerts from ATB Financial, sent to the email address provided by the Authorized Contact for the Services, dealing with the Client's Accounts;

**Application** means any software application downloaded or used to access any services (including the Services), products, functionality, features, content or information offered by ATB Financial;

**ATB Financial Agreements** has the meaning given to it in Section 2.3;

**ATB Business** is the ATB Financial business online platform that ATB Financial may permit the Administrator or any User to use to directly access the Services and Account through a Device;

**Authentication Methods** has the meaning given to it in Section 4.1;



**Authorized Contact** means the Administrator, all Users and any other individuals designated (in the manner set out by ATB Financial) by the Client, its Agents or its authorized representatives to use the Services;

**Autodeposit Service** means the *Interac* e-Transfer Service that ATB Financial offers that allows the Client to direct funds via *Interac* e-Transfer to be automatically deposited into the Designated Account without having to answer an *Interac* e-Transfer Question;

**Basic Services** means Bill Payments as outlined in Article 5, Stop Payments as outlined in Article 6, Transfers Between ATB Accounts as outlined in Article 7, Funds Transfers as outlined in Article 8, *Interac* e-Transfer Service as outlined in Article 9, Remote Cheque Deposit Service as outlined in Article 10, Alerts as outlined in Article 11, and Account Statements and Information Reporting as outlined in Article 12;

**Beneficiary** has the meaning given to it in Section 8.1;

**Bill Payment Date** has the meaning given to it in Section 5.2;

**Bill Payment Instruction** has the meaning given to it in Section 5.2;

**Biometrics** are an individual's distinct characteristics, such as retina or iris scan, fingerprint, voiceprint and scan of hand or face geometry that can be used to identify the individual;

**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;

**Cash Management Services** means those services involving the collection and management of cash flows to which the Client may subscribe, as applicable, and ATB agrees to provide as outlined in this Agreement, Service Schedule(s), and/or in any ATB Agreement;

**Claims** has the meaning given to it in Section 19.3;

**Cross Currency Transfer** has the meaning given to it in Section 7.2;

**Damages** has the meaning given to it in Section 19.1;

**Deposit Date** has the meaning given to it in Section 10.9;

**Deposit Item** has the meaning given to it in Section 10.4;

**Designated Account** means, for the purposes of the *Interac* e-Transfer Service, the Account the Recipient either registers through *Interac* or provides the account number for as the account into which funds via *Interac* e-Transfer will be automatically deposited without the need to log on to ATB Business or without having to answer an *Interac* e-Transfer Question;

**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 Financial allows the Client to use to access the Services;

**E-Statement** has the meaning given to it in Section 12.1; Funds Transfer has the meaning given to it in Section 8.1;

**Interac** means Interac Corp.;

***Interac* e-Transfer** or ***Interac* e-Transfer Transaction** means an *Interac* e-Transfer transaction sent, received or requested through the *Interac* e-Transfer Service, and includes a Request Money, as applicable;



**Interac e-Transfer Question** means the security question and answer that is designated by the Sender of an *Interac* e-Transfer Transaction and is used for verification purposes in the *Interac* e-Transfer Service; **Interac e-Transfer Service** means the *Interac* e-Transfer service that ATB Financial offers that allows the Client to send funds from the Client's Account to another by specifying an email address, mobile number, account number, or other permitted contact information, to receive funds from another, or to request funds from another, and includes the Autodeposit Service and the Request Money Services, as applicable.

**Images** has the meaning given to it in Section 10.2;

**Implementation Form** means the implementation form completed by or on behalf of the Client containing certain information and elections in relation to the Service;

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

**Instructing Officer** means, in respect of any Account, a person who is authorized to give instructions in respect of such Account including any person appointed as Administrator for the Client pursuant to this Agreement or authorized as an Agent pursuant to an Agent Authorization;

**Item** has the meaning given to it in Section 6.1;

**Malicious Content** includes:

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

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



**Participating Financial Institution** means, for the purposes of the *Interac* e-Transfer Service, a financial institution that offers *Interac* e-Transfer services;

**Payees** has the meaning given to it in Section 5.1;

**Payments Canada** means the Canadian Payments Association;

**Payment System Rules** has the meaning given to it in Section 21.17;

**Pricing Arrangement** means one or more pricing arrangements, fee tables or schedules containing the pricing for the use of ATB Business and the Services forming part of this Agreement or, as applicable, part of the Service Schedules as such arrangements may be amended by ATB Financial from time to time in its sole discretion as more particularly set out in Section 18.1;

**Pricing Schedule** means a schedule to this Agreement setting out the fees and charges for Services to be provided hereunder pursuant to one or more Service Schedules;

**Recipient** means, for the purposes of the *Interac* e-Transfer Service, the person who is the intended recipient of an *Interac* e-Transfer Transaction;

**Request Money** means, for the purposes of the Request Money Service, requesting funds via *Interac* e-Transfer from another person, or fulfilling a request for funds sent from another person, as applicable;

**Request Money Service** means the *Interac* e-Transfer Service that ATB Financial offers that allows the Client to initiate a Request Money or respond to a Request Money;

**Schedules** means all Pricing Schedules and Service Schedules;

**Services** means the services available through ATB Business or other means (as determined by ATB Financial) and those services to which the Client subscribes, as applicable, and ATB Financial agrees to provide as outlined in this Agreement and any accompanying Service Schedule(s). This includes the Basic Services as well as any specific Cash Management Services offered by ATB Financial from time to time as outlined in this Agreement and any applicable Service Schedule(s);

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

**Services Requesting Documentation** has the meaning given to it in Section 2.3;

**Service Schedule** means each individual agreement(s) that supplements and forms part of this Agreement pursuant to which specified 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 17.4;

**User** means an individual that has been appointed by an Administrator to conduct transactions, provide instructions or set up and access Account information on behalf of the Client; and

**Workflow Approval Requirements** means any requirement as may be imposed by the Client from time to time for one or more Users and / or Administrators to provide Instructions in respect of an Authorized Contact or a Service. For greater certainty, a User is authorized to conduct only those transactions, instructions or parts thereof which have been delegated to them by an Administrator.



## 1.2. Interpretation

Any defined words importing the singular number only shall include the plural and vice-versa. All other capitalized terms in this Agreement or in any Service Schedule have the meaning given to them elsewhere in this Agreement or in any applicable Service Schedule. The Schedules attached to this Agreement form an integral part of this Agreement.

## 2. Scope of Services

### 2.1. Agreement

This Agreement outlines the terms and conditions pursuant to which ATB Financial shall provide Services to the Client pursuant to the applicable Service Schedule(s) along with online access to the Client's Accounts and the Services.

2.1.1 This Agreement must be read together with any other existing or future agreements the Client may have with ATB Financial.

### 2.2. Service Schedule

Supplemental terms and conditions applicable to a specific Service may be set out in the applicable Service Schedule. Each Service Schedule will be deemed to incorporate all of the terms and conditions of this Agreement. In the event of any inconsistencies between this Agreement and any Service Schedule, this Agreement prevails unless such Service Schedule specifically states otherwise. By delivery of the Services Requesting Documentation required for a particular Service to ATB Financial, the Client acknowledges that it has read, understands and agrees to be bound by the applicable Service Schedule at the time of delivery of the Services Requesting Documentation.

### 2.3. Services Requesting Documentation

The Client may select Services by delivering to ATB Financial applicable Implementation Forms and any other documentation that ATB Financial may require in respect of that Service (collectively, the **Services Requesting Documentation**). The Client agrees that the Service Schedule for each Service requested by or on behalf of the Client by the delivery of the Services Requesting Documentation will become effective immediately upon ATB Financial's receipt of the Services Requesting Documentation and shall be subject to and governed by the terms and conditions (as amended from time to time) of the agreements and documents listed below, which are to be read together (collectively, the **ATB Financial Agreements**):

- i) this Agreement;
- ii) each Service Schedule for a Service selected by or on behalf of the Client by the delivery of the Services Requesting Documentation;
- iii) Pricing Schedule(s);
- iv) Implementation Forms and other Services Requesting Documentation;
- v) Account Agreements; and
- vi) such other documents and agreements between ATB Financial and the Client as ATB Financial may require from time to time.

### 2.4. Access and Use

The Client has requested to ATB Financial that it be permitted to access its Accounts through ATB Business and to utilize the Services.



**2.4.1** By accessing and using any of the Services described in this Agreement (including the Basic Services or any Cash Management Services), or authorizing others to use any such Services, the Client is deemed to agree to the terms and conditions of this Agreement without the requirement for a signature on this Agreement or any other ATB Financial Agreement.

## ATB BUSINESS ACCESS AND SERVICES

### **3. Administrators, Users and Authority**

#### **3.1. Administrator and User Access**

The Client authorizes ATB Financial to provide the Administrator (or any Users appointed by the Administrator in accordance with the procedures outlined herein) access to ATB Business, to all of the Client's Accounts at ATB Financial together with all of the Client's Accounts opened after the date of this Agreement, as well as to the Services.

#### **3.2. Opt Out**

In the event the Client does not want a specific Account to be accessible via ATB Business, the Client may remove such Account by completing the appropriate opt out procedure as required by ATB Financial.

#### **3.3. Initial Login**

For ATB Business, the Administrator shall be responsible for completing the initial login process. After the initial login process has been completed, any 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. An Administrator shall create Administrators and Users online by following the instructions contained in the appropriate screen pages, which include the Administrator's assignment of a valid User identification and password for use by such User. ATB Financial shall not be responsible for verifying Users are authorized to access ATB Business.

#### **3.4. Users**

The Administrator may appoint individual Users to conduct transactions, carry out other Instructions, set up and access Account information on behalf of the Client 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 them by an Administrator, and a User's access may be revoked by an Administrator at any time subject to Workflow Approval Requirements. At the request of an Administrator, different Users may have different levels of access to the Services or differing transaction limits. The Client 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 Client's internal protocols and policies. A User's access rights as determined by the Administrator shall continue until such time as the Administrator removes such User or otherwise changes their delegated authority and ATB Financial has had sufficient time to process the request. For greater certainty, once ATB Financial has processed such request, any changes or deletions of delegated authority take effect upon the next attempt to log in to ATB Business by such User.

#### **3.5. Authority**

The Client 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 Client (as the case may be) in their use of ATB Business and the Services and that the Client has granted authority to such Authorized Contacts and Signing Officers to legally bind the Client with respect to their use of the Services. Any access to the Services purporting to be authorized by the Client or on its behalf by its Authorized Contacts or Signing Officers will be considered by ATB Financial, for all purposes, to be duly authorized by the Client. For greater certainty, the Client will be bound by all information, orders, entries and other Instructions provided by the Client or on its behalf by its Authorized Contacts or Signing Officers through the Services and the Client will be liable for all transactions conducted through the Services and any Damages that may arise from these transactions. The Client acknowledges that each transaction made through ATB Business or any other permitted means on any Account of the Client is authorized as though each Instruction, verification or other approval has been duly signed and delivered by the Client to ATB Financial. The Client accepts sole responsibility for any Damage that may result from any Authorized Contact or any Signing Officer misusing their authority in any way including, without limitation, in respect of any funds of the Client which are trust funds.

### **3.6. Multiple Signatures**

As a result of the powers granted to the Administrator in this Agreement, ATB Financial may receive and carry out transactions, authorizations and other Instructions through ATB 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 Financial on the Instruction of one individual (an Authorized Contact 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 Agreement and any accompanying Service Schedule. As long as such Instruction conforms to the requirements set out in this Agreement or any Service Schedule, such Instruction will be deemed to be duly authorized by the Client.

### **3.7. Identity Verification**

ATB Financial 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 ATB Business (whether partial or complete) may be blocked or limited until this information has been fully obtained (in ATB Financial's sole discretion). When any such identity information is provided by the Client to ATB Financial, the Client certifies that such information is true and correct.

## **4. Security**

### **4.1. Security Procedures**

The Client agrees that it shall ensure that each Administrator and User maintain the security of each login ID and password. In that respect, the Client agrees to implement the following security procedures. The Client shall follow such procedures and controls as ATB Financial may reasonably require in connection with ATB Business or any Service, including:

- i) the Client shall ensure that all login IDs, passwords, *Interac* e-Transfer Questions and other authentication methods (such as authentication questions and multi-factor authentication (MFA) passcodes) (collectively, **Authentication Methods**) be treated in the strictest confidence and is kept safe, secure and confidential and that neither the Administrator nor any User disclose such information to any other person;



ii) the Client shall establish and implement policies, procedures and a system of controls over the use of the Services and perform such audits as the Client believes are appropriate to ensure that the Services are only used by the Client and its Authorized Contacts in an appropriate and proper fashion;

iii) the Client shall ensure that Authorized Contacts never leave their Devices unattended while logged into ATB Business and must always exit ATB Business by clicking on the appropriate logout command at the end of each session;

iv) if the Client, Administrator or any User downloads an Application onto a Device, or uses an Application through a Device, and the Client, Administrator or User shares their Device with others or Biometrics of others are stored on the Device, the Client, Administrator or User shall not enable Biometric identification to access the Application, where applicable;

v) the Client shall ensure that any Authentication Methods be immediately terminated if the Client learns or suspects that such information has been disclosed to or obtained by any unauthorized third party;

vi) the Client shall ensure that ATB Business is only accessed from Devices (to the extent reasonably available) on which virus protection software and firewalls have been installed. The Client agrees to immediately update all Devices and servers with the latest operating system software, security patches and anti-virus and anti-spyware programs;

vii) the Client shall follow any Authentication Method requirements established by ATB Financial and, in any event, ensure that Authentication Methods are not easily guessed by others. This includes having Authentication Methods that are not sequential numbers such as 1234, social insurance numbers or telephone numbers or selecting an Authentication Method that is the same as a personal identification number (PIN) used for any debit or credit cards held with ATB Financial; and

viii) the Client 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 Client agrees that its Authorized Contacts shall set up (if required) unique questions and answers which are not easily identifiable or guessed. The Client is responsible for all transactions undertaken through ATB Business. This includes transactions where someone is able to figure out any login IDs, passwords and any other Authentication Methods.

ix) the Client acknowledges that ATB Financial will never contact it or its Authorized Contacts by email or text message in an attempt to obtain login IDs, passwords or other Authentication Methods. The Client is responsible for keeping all of its security credentials (including MFA passcodes, login IDs, passwords and other authentication credentials) safe, secure and confidential

#### **4.2. Passcode**

When a User conducts certain transactions through, or changes certain information on, ATB Business, the User may be prompted to enter a MFA passcode in order to authenticate that transaction or change. That MFA passcode may be sent by automated phone call, email or text message, or any other method 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 Client acknowledges that, subject to Workflow Approval Requirements, levels of access or transaction limits that may be established by the Client or ATB Financial 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. ATB Financial is not responsible in any way for any Damages suffered by the Client if a User cannot access ATB Business due to the authentication requirements.





#### **4.3. Monitoring**

The Client is responsible for instructing the Administrator and each User to comply with the security procedures set out in Sections 4.1 and 4.2 above. If at any time the Client believes that the security of communications between the Client and ATB Financial has been compromised or is in any way insecure, the Client must immediately notify ATB Financial and assist as required by ATB Financial to investigate and correct communication security.

#### **4.4. Unauthorized Use of Authentication Methods**

The Client shall notify ATB Financial immediately if it suspects that any telephone number or Device to which a MFA passcode or other confirmation code may be sent, or other Authentication Methods have become known to or accessible by any unauthorized person. The Client agrees that ATB Financial may block access to Services without notice in the event that ATB Financial believes that there has been a breach in security. ATB Financial will not be liable for any Damages that the Client may suffer or incur in relation to the Services or from acting on Instructions received through ATB Business. ATB Financial shall have no liability for any unauthorized use of Authentication Methods before the Client has notified ATB Financial of possible unauthorized use and ATB Financial has had a reasonable opportunity to act upon such notice. In no circumstances shall ATB Financial have any liability for any unauthorized use of the Client's or any Authorized Contact's identifying information or passwords. In no circumstances is ATB Financial required to verify the identity of or to confirm if any authority has been granted to the provider of Instructions.

#### **4.5. Technology Requirements**

To have ATB Business access, the Client must have Internet access using Internet browser programs that are compatible with ATB Financial's systems and which have at least 128 bit encryption. ATB Financial has the right, at any time, to enhance the security associated with the Services. The Client understands that it may be required to update its browser, system or security procedures and agrees to do so as requested by ATB Financial in order to continue accessing or using ATB Business.

#### **4.6. Requirement to Exercise Caution**

The Client acknowledges that given the prevalence of fraud, it shall exercise caution when transacting through ATB Business. In that regard, the Client acknowledges that:

- (a) there are fake websites that purport to be ATB Financial that are linked to email, text messages, direct message or pop-up with a request to update Account information or to reconfirm the Client's identity with ATB Financial. The Client agrees that it will (and it will ensure that its Authorized Contacts) always check the domain name closely and verify the URL before clicking on any links and use a website checker. The Client acknowledges that ATB Financial will never email, text or call the Client requesting personal or Account information. ATB Financial will not be responsible if the Client, or any Authorized Contact provides Authentication Methods through a fake website; and
- (b) there are many instances of email account takeovers where a purported legitimate contact requests that the Client send funds to a different account or to a different jurisdiction. The Client agrees to exercise caution in these types of circumstances and to take steps to verify where and to whom funds are being sent. The Client acknowledges that it shall be solely responsible for instructions that it provides to ATB Financial and which ATB Financial acts upon that even where the underlying instructions were not from who the Client thought they were from.



It is the Client's responsibility to educate itself (and its Authorized Contacts) in respect of fraud, scams and other trends that occur in respect of online transactions (for example by visiting the website of the Canadian Anti-Fraud Centre, see: <https://www.antifraudcentre-centreantifraude.ca/index-eng.htm>) so that it is able to identify scams and protect itself from becoming a victim. ATB Financial is not responsible if the Client becomes a victim of any fraud.

#### 4.7. Sharing of Information

The Client acknowledges there are businesses that offer services which include aggregating account balances at different institutions to assist in financial management. In the event that the Client, or any Authorized Contact provides any Authentication Method to any such business, the Client will bear sole responsibility for the sharing of such information.

#### 4.8. Applications

If the Client or any User downloads or uses an Application to access any services (including the Services), products, functionality, features, content or information offered by ATB Financial, then:

- i) ATB Financial grants the Client 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 Financial offers from time to time;
- ii) ATB Financial reserves all of the rights in and to each Application and the Client obtains no ownership rights whatsoever other than this license to use the Application;
- iii) ATB Financial accepts no responsibility or liability whatsoever for the Client's use of the Application and will not be responsible for any Damage that the Client may suffer from using or downloading the Application whether under this Agreement or otherwise; and
- iv) ATB Financial may cancel the terms and the license to the Application at any time on notice. If ATB Financial does this, then the Client 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 Authorized Contacts.

## 5. Bill Payments

### 5.1. Description of Service

If ATB Financial permits, the Client may be entitled to utilize this Service to make online bill payments to payees designated by the Client (**Payees**).

### 5.2. Bill Payments

The Client authorizes ATB Financial to follow any payment Instructions for bill payments (**Bill Payment Instruction**) the Client provides through ATB Business. ATB Financial will, after receipt of a Bill Payment Instruction, debit the Client's Account designated in the Bill Payment Instruction on the date scheduled by the Client in the Bill Payment Instruction (**Bill Payment Date**) and remit funds on the Client's behalf to the Payee as close as reasonably possible to the Bill Payment Date.

**5.2.1** The Client authorizes ATB Financial to make bill payments to the Payee by any means ATB Financial determines appropriate.

**5.2.2** The Client acknowledges that, as different bill payment companies have different payment requirements, it is the Client's responsibility to know what the Client's bill payment company's requirements are and to make bill payments accordingly.



### 5.3. Limitation of Liability

ATB Financial shall have no responsibility or liability under any circumstances for:

- (a) delays in crediting payments which are as a result of the Payee's procedures;
- (b) the Client's failure to follow a Payee's payment requirements; or
- (c) the Client's failure to schedule a Bill Payment Date to remit funds sufficiently in advance of the date a bill payment is due.

Without limiting any other provisions in this Agreement, ATB Financial will incur no liability if the Service is unable to complete any bill payments initiated by way of ATB Business for any reason, including if the Client's Account does not contain sufficient available funds to complete the payment, the payment would exceed the credit limit of the designated Account's overdraft, or if any Bill Payment Instruction could not be effected as a result of the Bill Payment Instruction being incomplete, inaccurate, invalid or delayed, or as a result of circumstances beyond the control of ATB Financial (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure including computer or telephone failure due to unforeseen causes or interference from an outside force).

### 5.4. No Warranties or Representations

ATB Financial will not be responsible under any circumstances for any late payment penalties, fees or interest imposed by the Client's bill payment company or any other charges or Damages the Client may be subject to in connection with the use of the Services, ATB Financial makes no warranties or representations of any kind whatsoever, whether express or implied, in connection with the Services, except as set out in this Agreement.

### 5.5. Reservation of Rights

ATB Financial reserves the right, in its sole discretion, to decline to act on any Payment Instruction, either in whole or part, when:

- (a) such Payment Instruction is unclear or suspicious;
- (b) such Payment Instruction would violate any applicable law, Payment System Rules, or ATB Financial's policies or procedures; or
- (c) ATB Financial has reason to believe that such Payment Instruction is not authorized by the Client.

## 6. Stop Payments

### 6.1. Description of Service

If ATB Financial permits, the Client may be entitled to use this Service to stop payments on any preauthorized debits or cheques (hereinafter collectively, an **Item**) issued by the Client.

**6.1.1** ATB Financial will use all reasonable efforts to stop payment on an Item provided that stop payment Instructions are received in sufficient time to permit ATB Financial a reasonable opportunity to return the Item in compliance with any applicable laws or Payment System Rules.

### 6.2. Verification

The Client acknowledges that any stop payment order is also conditional and subject to ATB Financial'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 Financial.



### 6.3. Sufficient Information

ATB Financial shall only be required to stop payment on an Item if the Client provides ATB Financial sufficient information in respect of the Item that it requests for payment to be stopped, including the correct amount and any other information required by ATB Financial in respect of the Item. Any stop payment requests provided to ATB Financial shall remain in effect for thirty six (36) months from the date of the request.

### 6.4. Indemnity

By directing ATB Financial to stop payment on any Item, without limiting any other provision of this Agreement, the Client agrees to indemnify and hold ATB Financial harmless from and against any and all Claims ATB Financial may suffer or incur relating to ATB Financial'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 Client.

## 7. Transfers Between ATB Accounts

### 7.1. Description of Service

If ATB Financial permits, the Client 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 Client's available balances.

### 7.2. Cross-Currency Transfer

If ATB permits, the Client may be entitled to use this Service to transfer funds from Accounts denominated in one currency to Accounts denominated in another currency (**Cross Currency Transfer**). Any Cross Currency Transfers will occur at the foreign exchange rate set by ATB Financial (in its sole discretion) at the time of such Cross Currency Transfer. By proceeding with a Cross Currency Transfer, the Client confirms that it agrees to the exchange rate indicated by ATB Financial at that time. The Client acknowledges that the rate quoted at any time for a Cross Currency Transfer is available for a limited time only and that ATB Financial cannot guarantee that the same rate will be available when the Client 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 Client also acknowledges that the exchange rate ATB Financial charges for buying one particular currency from the Client may be different from what ATB Financial charges when selling that same currency to the Client. As a result, the exchange rate ATB Financial charges the Client to transfer funds back or to reverse any Cross Currency Transfer, even if on the same day, may be different.

**7.2.1** The Client authorizes ATB Financial to debit the necessary funds from its designated Account in order to complete the Client's designated transfer Instructions.

### 7.3. Limitation of Liability

Without limiting any other provision of this Agreement, ATB Financial will incur no liability if it does not complete a requested transfer of funds, if the Client'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 Financial shall not be under any duty or obligation to inquire into, seek to confirm, or otherwise consider the correctness or validity of any Instruction to transfer funds between Accounts regardless of whether all or a portion of such funds may constitute trust funds.



## 8. Funds Transfers to or from Other Accounts

### 8.1. Transfers to Other Accounts

If ATB Financial permits, the Client may be entitled to use this Service to transfer or receive funds by wire transfer, Interac e-transfer or any other method that permits the inclusion of information or a payment message with the transfer (**Funds Transfer**):

- (a) from the Client's Account to another account or another person (a **Beneficiary**); or
- (b) to the Client's Account from another account.

The Client will provide Instructions for a Funds Transfer request through ATB Business, or in any other manner that ATB Financial may permit.

### 8.2. Funds Transfers without Sufficient Funds

Upon submitting a Funds Transfer request, the Client authorizes ATB Financial to debit the necessary funds from its designated Account in order to complete the Client's Funds Transfer Instructions. ATB Financial will not process the Funds Transfer if the Client's Account does not contain sufficient available funds to complete the Funds Transfer or the completion of the Funds Transfer would exceed the credit limit or the designated funding Account's overdraft. In the case of a Funds Transfer being sent via our tax pay service, ATB Financial may, in its sole discretion, process the Funds Transfer request even if the Client's Account does not contain sufficient available funds, but the Client will be responsible for any fees, charges or interest incurred due to insufficient funds or the Account going into overdraft.

### 8.3. Transfers from Other Accounts

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

### 8.4. Message Content

The Client is responsible for the contents of any messages or information sent or received using this Funds Transfer Service, including the Message Details, and is prohibited from sending or receiving a message or information that contains Malicious Content.

### 8.5. Right to Decline or Return

ATB Financial may, in its sole discretion, choose to decline to act on any Funds Transfer Instructions, and may return any Funds Transfer received, if ATB Financial reasonably believes that:



- (a) any Malicious Content is being transmitted in any message or information accompanying any Funds Transfer, including the Message Details;
- (b) the Funds Transfer is being sent to or originated from a sanctioned country;
- (c) the Funds Transfer Instructions or Funds Transfer is unauthorized, incomplete, erroneous or otherwise fraudulent; or
- (d) the Funds Transfer Instructions or Funds Transfer otherwise does not comply with the terms of our Services, the Payment System Rules or applicable laws.

#### **8.6. Release and Indemnity**

Without limiting any other provision of this Agreement, the Client discharges and releases ATB Financial from, and will indemnify and hold ATB Financial harmless for, any Claims arising in connection with this Funds Transfer Service, including as a result of any messages or information sent or received using this Funds Transfer Service, including if Malicious Content was transmitted in any Message Detail, or ATB Financial declining or returning a Funds Transfer.

### **9. *Interac* e-Transfer Service**

#### **9.1. Terms and Conditions**

Terms and conditions in this Article 9 apply only to the *Interac* e-Transfer Service and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this Article 9 and the remaining terms of this Agreement, this Article 9 will prevail to the extent of the inconsistency.

#### **9.2. Description of Service**

The Client may use this *Interac* e-Transfer Service to send and receive *Interac* e-Transfers, send and receive Request Moneys, and/or register for the Autodeposit Service.

#### **9.3. Service Requirements**

The Client must be enrolled in ATB Business to use certain features of this *Interac* e-Transfer Service. Certain features of this *Interac* e-Transfer Service may only be available through certain Devices (such as a computer or laptop), and may not be available through all Devices.

#### **9.4. Canadian Currency**

The *Interac* e-Transfer Service may only be used for *Interac* e-Transfer Transactions in Canadian dollars to and from Canadian dollar bank accounts in Canada. No foreign currency transactions are permitted.

#### **9.5. Receiving *Interac* e-Transfer by Email or Mobile Number**

When an email is sent to the Client at an email address, or a text message is sent to the Client at a mobile number, such email address or mobile number designated by the Administrator or any User on behalf of the Client, then the Client may initiate receipt of an *Interac* e-Transfer Transaction using the *Interac* e-Transfer Service. The email or text message will indicate:

- (a) the Sender of the *Interac* e-Transfer;
- (b) the *Interac* e-Transfer amount;
- (c) the name of the Client as the Recipient; and
- (d) the Sender is using the *Interac* e-Transfer Service.



**9.5.1 Notification.** The amount of the *Interac* e-Transfer Transaction sent by the Sender will be held until:

- (a) the Sender receives notification that the Client has correctly responded to the Sender's *Interac* e-Transfer Question;
- (b) the Sender cancels the *Interac* e-Transfer Transaction;
- (c) the *Interac* e-Transfer Transaction expires; or
- (d) the Sender receives notification that the Client did not correctly answer the *Interac* e-Transfer Question.

**9.5.2** The Client may accept the *Interac* e-Transfer Transaction sent to the Client by the Sender through the *Interac* e-Transfer Service, for which fees may apply as outlined within the Pricing Arrangement.

**9.5.3** In order to accept the *Interac* e-Transfer Transaction sent to the Client, the Client must correctly answer the *Interac* e-Transfer Question posed to it by the Sender within two (2) attempts (or such other number of attempts as designated by ATB or *Interac*) otherwise the *Interac* e-Transfer Transaction will fail. The Client will have thirty (30) calendar days within which to accept the *Interac* e-Transfer Transaction through the *Interac* e-Transfer Service (or such other time period as designated by the other financial institution or *Interac*), after which time period, the *Interac* e-Transfer Transaction will expire. However, if the Client has requested the *Interac* e-Transfer Transaction through the Request Money Service or is subscribed to the Autodeposit Service (both of which are more fully explained below in Sections 9.8 and 9.9 respectively), the Client will not be required to answer an *Interac* e-Transfer Question and the funds will automatically be deposited into the Client's Designated Account.

## **9.6. Sending *Interac* e-Transfer by Email or Mobile Number**

When the Client uses the *Interac* e-Transfer Service, the Client is responsible for:

- (a) providing a valid email address, mobile number or other permitted contact information for the Recipient;
- (b) ensuring that the Recipient has consented to the Client providing and ATB Financial using the contact information of the Recipient for the purposes of sending funds via *Interac* e-Transfer to the Recipient;
- (c) promptly making any necessary changes to the contact information of the Recipient and keeping such information current; and
- (d) confirming the accuracy of the *Interac* e-Transfer amount.

**9.6.1** When the Client initiates sending an *Interac* e-Transfer Transaction, ATB Financial will withdraw the applicable amount from the Client's Account and *Interac*, on behalf of the Client, will send an email, text message or other notice to the Recipient at the email address, mobile number or other permitted contact information that the Client designates. The notice will indicate:

- (a) that the Client is the Sender;
- (b) the *Interac* e-Transfer amount;
- (c) the name of the Recipient; and
- (d) that the Client is using the *Interac* e-Transfer Service.

**9.6.2** The Client must provide an *Interac* e-Transfer Question to authenticate the Recipient, who must correctly answer the *Interac* e-Transfer Question in order to claim the funds via *Interac* e-Transfer. The Client agrees to create an effective *Interac* e-Transfer Question that is known only to the Client and the Recipient, and not to use email, text message or the optional message field that may accompany the *Interac* e-Transfer Transaction to send the Recipient the answer to the *Interac* e-Transfer Question. However, if the Recipient has requested the funds via *Interac* e-Transfer through



the Request Money Service or registered a Designated Account for the Autodeposit Service (both of which are more fully explain below in Sections 9.8 and 9.9 respectively), the Recipient will not be required to answer an *Interac* e-Transfer Question and the funds will automatically be deposited into the Recipient's Designated Account.

**9.6.3** Where an *Interac* e-Transfer Question is used to authenticate the Recipient, the amount withdrawn for the *Interac* e-Transfer Transaction will be held until ATB Financial receives notification that:

- (a) the Recipient has correctly answered the *Interac* e-Transfer Question,
- (b) the Client cancels and reclaims the *Interac* e-Transfer funds;
- (c) the *Interac* e-Transfer Transaction expires; or
- (d) the Recipient does not correctly answer the *Interac* e-Transfer Question in two (2) attempts (or such other number of attempts as designated by ATB or *Interac*).

**9.6.4** The Recipient of the funds via *Interac* e-Transfer may claim or decline the *Interac* e-Transfer Transaction through ATB Business, the online banking service of another Canadian financial institution or through *Interac*. In order to claim the funds via *Interac* e-Transfer, the Recipient must correctly answer the *Interac* e-Transfer Question posed to it (if applicable). The Recipient will have thirty (30) calendar days to claim or decline the *Interac* e-Transfer Transaction (or such other time period as designated by ATB Financial or *Interac*), after which, the *Interac* e-Transfer Transaction will expire. The Client may cancel an *Interac* e-Transfer Transaction up to the time the *Interac* e-Transfer Transaction is claimed. The Recipient may not claim the funds via *Interac* e-Transfer once the Client cancels the *Interac* e-Transfer Transaction, even if they have already received the notification of the *Interac* e-Transfer Transaction.

**9.6.5** If the *Interac* e-Transfer Transaction the Client sends is cancelled, declined, has expired, or the Recipient does not correctly answer the *Interac* e-Transfer Question, then the *Interac* e-Transfer amount will be returned and deposited into the Client's Account or any other account the Client has with ATB Financial.

**9.6.6** The Client agrees that ATB Financial, any other Participating Financial Institution and *Interac* may accept and act upon any instructions provided through the *Interac* e-Transfer Service, whether or not such individual is the intended Recipient. The Client shall bear sole responsibility for the accuracy of any *Interac* e-Transfer Transactions.

## 9.7. Account Number Routed Transactions

When funds via *Interac* e-Transfer are sent by Account Number Routed Transaction, the funds will automatically be deposited into the Designated Account. An Account Number Routed Transaction cannot be cancelled or declined and will not expire once it has been sent.

**9.7.1** When the Client sends funds via an Account Number Routed Transaction, the Client is responsible for:

- (a) providing correct account numbers, and financial institution and branch numbers for the Recipient;
- (b) providing a correct and operational email address, mobile number or other permitted contact information for the Recipient, if applicable;
- (c) ensuring that the Recipient has consented to the Client providing and ATB Financial using the account and contact information of the Recipient for the purposes of sending funds via Account Number Routed Transaction and providing notice of the Account Number Routed Transaction, if applicable, to the Recipient;





- (d) promptly making any necessary changes to the account and contact information of the Recipient, and keeping such information current; and
- (e) confirming the accuracy of the *Interac* e-Transfer amount. The Recipient may receive notice that the Client has sent the Account Number Routed Transaction if the Client provides the contact information of the Recipient in the Account Number Routed Transaction for the purposes of sending such notice to the Recipient.

**9.7.2** If the Client would like to receive funds via an Account Number Routed Transaction, the Client is responsible for providing to the Sender:

- (a) correct account numbers, and financial institution and branch numbers for their Designated Account; and
- (b) a correct and operational email address, mobile number or other permitted contact information for purposes of receiving notice of the Account Number Routed Transaction.

Despite the Client providing their contact information to the Sender, the Client may receive notice of an Account Number Routed Transaction only if the Sender provides the contact information of the Client in the Account Number Routed Transaction for the purposes of sending such notice to the Client.

## **9.8. Request Money Service**

The Request Money Service is only available if the financial institution of both the Requestor and Responder are Participating Financial Institutions.

**9.8.1** If the Client uses the Request Money Service, the Client is responsible for:

- (a) providing a correct and operational email address, mobile number or other permitted contact information for the Responder;
- (b) ensuring that the Responder has consented to the Client providing and ATB Financial using such contact information for the purposes of the Request Money; and
- (c) promptly making any necessary changes to any permitted contact information of the Responder and keeping such information current; and
- (d) confirming the accuracy of the amount of the Request Money.

**9.8.2** When the Client initiates a Request Money, *Interac*, on behalf of the Client, will send an email, text message or other notice to the intended Responder at the email address, mobile number or other permitted contact information that the Client designates. The notice will indicate:

- (a) that the Client is the Requestor;
- (b) the amount of the Request Money;
- (c) the name of the Responder; and
- (d) that the Client is using the Request Money Service.

**9.8.3** The Responder may accept, decline or block the Request Money through ATB Business, the online banking service of another Canadian financial institution or through *Interac*.

**9.8.4** The Responder will have up to ninety (90) calendar days within which to accept, decline or block the Request Money (or such other time period as designated by ATB Financial), after which, the Request Money will expire. The Client may cancel a Request Money up to the time the Request Money is accepted, declined or blocked. The Responder may not send the funds via *Interac* e-Transfer once the Client cancels the Request Money, even if the Responder has already received the notification of the Request Money.



**9.8.5** If the Responder accepts the Request Money, and thereby fulfills the Request Money, the *Interac* e-Transfer amount will automatically be deposited into the Client's Designated Account without the Client having to log into ATB Business or answer an *Interac* e-Transfer Question. The Responder cannot cancel the *Interac* e-Transfer Transaction once they have accepted the Request Money and sent the funds.

**9.8.6** In the case that a Responder blocks the Request Money, they have the option to block all future Request Money transactions from the Client and / or change their preference to block receiving any future Request Money notifications.

**9.8.7** If the Client has blocked Request Money notifications and would like to make changes to their preferences, the Client may do so through the *Interac* e-Transfer Service or ATB Business, as applicable.

## **9.9. Autodeposit Service**

The Autodeposit Service is only available if the financial institution of both the Sender and Recipient are Participating Financial Institutions.

**9.9.1** If the Client subscribes to the Autodeposit Service, the Client is responsible for:

- (a) registering the Client's valid email address, mobile number or other permitted contact information;
- (b) selecting a Designated Account for each registered email address, mobile number or other permitted contact information; and
- (c) promptly making any necessary changes to the Client's contact information and keeping such information current.

**9.9.2** Once registered, all funds received via *Interac* e-Transfer will automatically be deposited into the Client's Designated Account without the Client having to log into ATB Business or answer an *Interac* e-Transfer Question.

**9.9.3** When funds are sent via *Interac* e-Transfer to a Recipient who has registered a Designated Account, the Sender cannot cancel the *Interac* e-Transfer Transaction.

**9.9.4** Registration guidelines, including the number of email addresses, mobile numbers or other permitted contact information that may be registered and which Account is eligible to be selected as a Designated Account, may be set by ATB Financial or by a third party.

## **9.10. Status**

The Client is responsible to check on the status of any *Interac* e-Transfer that the Client sends using the *Interac* e-Transfer Service.

## **9.11. Limits**

ATB Financial may set one or more limits, in its sole discretion, and such limits are subject to change without notice. Such limits may include:

- (a) the number of *Interac* e-Transfers that can be made in one day; and
- (b) the maximum amount for each *Interac* e-Transfer or in total per day.



## 9.12. Fees and Charges

The Client agrees to pay ATB Financial's fees and charges for the *Interac* e-Transfer Service in accordance with the Pricing Arrangement established by ATB Financial from time to time and in accordance with the provisions of this Agreement.

**9.12.1** The Client acknowledges other persons, including Interac, other financial institutions, and wireless carriers or Internet service providers may charge the Client, whether as Sender, Recipient, Requestor, or Responder, fees and charges in connection with this *Interac* e-Transfer Service, including for accessing, sending, receiving, and processing *Interac* e-Transfers (including those through the Request Money Service and/or Autodeposit Service).

## 9.13. Message Content

ATB Financial will not examine any optional message or information accompanying any *Interac* e-Transfer, including any Message Detail, and ATB Financial assumes no responsibility for the contents of such messages or information. Communication should not be addressed to ATB Financial, any other financial institution, or Interac, using the optional message.

**9.13.1** The Client is responsible for the contents of any messages or information sent or received using this *Interac* e-Transfer Service, and is prohibited from sending or receiving a message or information that contains Malicious Content.

**9.13.2** If *Interac* reasonably believes, in its sole discretion, that any Malicious Content is being transmitted in any optional message or information accompanying any *Interac* e-Transfer, including any Message Detail, *Interac* may elect to:

- (a) remove all or a portion of such optional message or information, including any Message Detail, from the *Interac* e-Transfer before processing the *Interac* e-Transfer; or
- (b) not process the *Interac* e-Transfer altogether.

**9.13.3** If ATB Financial is informed of or is otherwise made aware of Malicious Content in any optional message or information accompanying any *Interac* e-Transfer, including any Message Detail, ATB Financial may notify *Interac*, subject to applicable laws.

**9.13.4** The Client discharges and releases ATB Financial from, and will indemnify and hold ATB Financial harmless for any Claims arising in connection with this *Interac* e-Transfer Service, including as a result of any messages or information sent or received using this *Interac* e-Transfer Service.

## 10. Remove Cheque Deposit Service

### 10.1. Terms and Conditions

Terms and conditions in this Article 10 apply only to the Remote Cheque Deposit Service and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this Article 10 and the remaining terms of this Agreement, this Article 10 will prevail to the extent of the inconsistency in respect of the Remote Cheque Deposit Service.

### 10.2. Description of Service

Remote Cheque Deposit allows the Client 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 Financial. The Client agrees to follow procedures and instructions for use of Remote Cheque Deposit that ATB Financial may establish from time to time.

### 10.3. Appointment

ATB Financial appoints the Client as agent to act on ATB Financial's behalf in the creation and submission of Images to ATB Financial. The Client accepts this appointment and acknowledges that the Client's role as agent for ATB Financial cannot be further delegated by the Client, even if the initial Deposit Item was reversed.

### 10.4. Deposit Items

The Client 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:

- (a) cheques (including certified cheques);
- (b) Mastercard® cheques and credit card balance transfer cheques;
- (c) travellers cheques;
- (d) money orders (including Canada Post money orders);
- (e) bank drafts;
- (f) non-MICR (magnetic ink character recognition) ink cheques; or
- (g) any other item that ATB Financial chooses to make eligible for Remote Cheque Deposit from time to time (each a **Deposit Item**).

### 10.5. Eligible and Ineligible Deposit Items

When the Client uses Remote Cheque Deposit, the Client agrees that:

- (a) the Client will deposit:
  - (i) eligible Deposit Items;
  - (ii) Deposit Items into an eligible Canadian dollar Account; and
  - (iii) Deposit Items payable to the Client;
- (b) the Client will not deposit Deposit Items:
  - (i) 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;
  - (ii) which have been altered on the front, are marked or are in any way illegible, or which the Client knows or suspects or should know or suspect are fraudulent, illegal, forged, counterfeit or consist of proceeds of crime;
  - (iii) which are post dated or dated more than six (6) months prior to the date of deposit;
  - (iv) on which a stop payment order has been issued or for which there are insufficient funds; or
  - (v) payable in foreign currency;
- (c) if the Client is depositing the Deposit Item to a joint account, the Client may deposit the Deposit Item if the Deposit Item is made payable to the Client and / or the joint account holder in accordance with the Account. ATB Financial will not accept a Deposit Item that is payable to someone else and endorsed over to the Client;
- (d) 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;
- (e) any information the Client provides to ATB Financial about the Deposit Item is accurate and true and will match the information contained in the Images;



- (f) the Client will not re-deposit or re-present the Deposit Item after it has been deposited through Remote Cheque Deposit;
- (g) the Client will take all necessary precautions to prevent any other person from using Remote Cheque Deposit to deposit Deposit Items to the Account; and
- (h) the Client will comply with this Article 10 and all applicable laws and regulations, Payment System Rules, laws.

#### **10.6. Marking Deposit Item**

Immediately after the Client deposits a Deposit Item through Remote Cheque Deposit, the Client 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.

#### **10.7. Obligation to Keep Deposit Item Secure**

The Client agrees to keep the Deposit Item in a safe and secure place for five (5) Business Days following the date of deposit and will promptly send the Deposit Item to ATB Financial upon ATB Financial's request. Upon the expiry of the five (5) Business Days, the Client agrees to promptly destroy the Deposit Item.

#### **10.8. Right to Reject; Limitation of Liability**

At ATB Financial's discretion, ATB Financial reserves the right to reject any Deposit Item deposited through Remote Cheque Deposit. A Deposit Item may be returned to ATB Financial 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 Financial is not responsible for Deposit Items ATB Financial does not receive or for Images that are corrupted or not fully received. ATB Financial may charge back to the Account at any time any Deposit Item that ATB Financial subsequently determines was not eligible for deposit. If the deposit amount does not match the amount of the Image, ATB Financial may adjust the Account to reflect the amount on the Image received. The Client agrees that ATB Financial is not liable for any Damages the Client may incur as a result of ATB Financial's chargeback or adjustment. The Client is responsible for any and all costs associated with obtaining a replacement negotiable Deposit Item in the event that ATB Financial requests the Client re-submit an Image and the original Deposit Item was destroyed or otherwise lost. If the Client does not comply with such request made pursuant to this Article 10, then ATB Financial 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.

#### **10.9. Deposit Date**

The Client may access Remote Cheque Deposit seven (7) days a week. If ATB Financial receives the Image by 8:00 p.m. Mountain Time, ATB Financial will consider that day to be the deposit date (**Deposit Date**). If ATB Financial receives the Image after 8:00 p.m. Mountain Time, ATB Financial will consider the next Business Day to be the Deposit Date.

#### **10.10. Availability of Funds**

When the Client 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 Financial's hold policy and the Client's access to funds limit.



#### **10.11. Limits**

ATB Financial 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 Client attempts to make a deposit in excess of these limits, ATB Financial may reject the Client's deposit. If at any time ATB Financial permits the Client to make a deposit in excess of these limits, ATB Financial will not be obligated to allow such a deposit at other times.

#### **10.12. Fees**

While there is no fee for the provision of Remote Cheque Deposit, regular Account transaction fees may apply in accordance with this Agreement or Other Agreements. ATB Financial may charge a fee for the provision of Remote Cheque Deposit if ATB Financial provides the Client with advance notice required in accordance with applicable laws. If the Client continues to use Remote Cheque Deposit after the fee becomes effective, the Client agrees to pay the fee that has been disclosed as this fee may change from time to time.

#### **10.13. Manner of Clearance**

The manner in which the Deposit Items are cleared, presented for payment and collected shall be at ATB Financial's sole discretion.

#### **10.14. Acceptance of Risk**

By using Remote Cheque Deposit, the Client accepts the risk that a Deposit Item may be intercepted or misdirected during transmission. ATB Financial bears no liability whatsoever to the Client or others arising as a result of the use of the Remote Cheque Deposit including, but not limited to, any intercepted or misdirected Deposit Item or information disclosed through such errors.

#### **10.15. Image Quality**

The Image transmitted to ATB Financial using Remote Cheque Deposit must be legible and clear as determined in ATB Financial's sole discretion. The image quality of Deposit Items must also comply with the requirements established from time to time by ATB Financial, Payments Canada or any other regulatory agency or association. The Client agrees that ATB Financial shall not be liable under any circumstances 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 Client supplies regarding the Deposit Item.

#### **10.16. Cooperation**

The Client agrees to cooperate with ATB Financial in the investigation of Images (such as poor quality Images and unusual transactions) by providing to ATB Financial, upon request, originals or copies of Deposit Items deposited through Remote Cheque Deposit in the Client's possession and any records the Client may have related to such Deposit Items or Images.

#### **10.17. Client Responsibilities**

The Client is solely responsible and liable for:

- (a) acquiring any hardware, Device, third party operating systems and software, wireless or Internet access required for the Client to use Remote Cheque Deposit;



- (b) any fees or other charges imposed by the Device provider, wireless carrier or Internet service provider;
- (c) maintaining adequate security over scanning, imaging and transmission activities performed in connection with Remote Cheque Deposit, including assigning and using passwords and encryption to prevent unauthorized or fraudulent use of the service and interception of data, and to prevent unauthorized or fraudulent activity with respect to original payment items for which an Image has been deposited;
- (d) complying with all licensing restrictions that may apply to the use of technology or software used in connection with Remote Cheque Deposit; and
- (e) determining if the Device provider, wireless carrier or Internet service provider supports Remote Cheque Deposit or if the Device is capable of accessing the Internet.

#### **10.18. Compromised Device**

The Client is responsible for all deposits completed through Remote Cheque Deposit on the Device. The Client must notify ATB Financial immediately in the event that the Client believes a Device has been compromised or if a Device is lost or stolen. When the Client notifies ATB Financial, ATB Financial will restrict access to Remote Cheque Deposit.

#### **10.19. Termination of Service**

ATB Financial may terminate the Client's access to Remote Cheque Deposit at any time and for any reason including if the Client breaches any term of this Agreement, if the Client uses Remote Cheque Deposit for any unauthorized or illegal purposes or the Client uses Remote Cheque Deposit in a manner inconsistent with any procedures or instructions ATB Financial establishes from time to time, in which case, this Agreement will continue to apply in respect of the Client's past access.

#### **10.20. Non-Liability for Damages**

Except as provided in Article 19 or as required by applicable law, ATB Financial will not be liable to the Client for any Damages arising from Remote Cheque Deposit including:

- (a) delay in processing a deposit;
- (b) requiring the Client to obtain another negotiable Deposit Item; or
- (c) the Client's use or inability to use Remote Cheque Deposit.

### **11. Alerts**

#### **11.1. Description of Service**

If ATB Financial permits, Authorized Contacts may be entitled to sign-up to receive Alerts . These Alerts will be sent to the e-mail address provided by such Authorized Contact for the Services. If the Authorized Contact's email address changes, such Authorized Contact is responsible for informing ATB Financial of that change. The Alert service will allow the Authorized Contact to choose which alert messages they receive in respect of the Accounts of the Client.

#### **11.2. Preventing Access**

The Client acknowledges that Alerts may contain information about the Client's Account(s). Accordingly, anyone with access to the Authorized Contact's email may be able to view the contents of the Alerts. It is the responsibility of the Client 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 Agreement.

### **11.3. Delivery and Accuracy**

While ATB Financial endeavors to provide Alerts in a timely manner and with accurate information, ATB Financial provides no guarantee as to the delivery or accuracy of the contents of the Alerts, and the Client agrees that ATB Financial will not be liable for Alerts sent pursuant to the Alerts service, including but not limited to, for any errors in the content of any Alert or for any actions taken or not taken by the Client or any third party in reliance of an Alert. ATB Financial will not be liable if any of the Alerts that are sent are intercepted or accessed by someone else, if the privacy or security of the information contained within any Alert is compromised or if the Alerts are delayed or not delivered due to factors beyond ATB Financial's reasonable control.

## **12. Account Statements and Information Reporting**

### **12.1. E-Statements**

At the end of every statement cycle for any Account that is accessible through ATB Business, ATB Financial will post on ATB Business an electronic version of the Account statement (**E-Statement**).

### **12.2. Statements by Mail**

If ATB Financial permits, the Client may elect not to receive Account statements by mail. If such is the case and notwithstanding anything contrary contained in any Account Agreement, the Client agrees that:

- (a) ATB Financial will no longer be required to mail paper Account statements to the Client;
- (b) receipt of the E-Statement by the Client will be deemed to have occurred when it is first posted on ATB Business;
- (c) the Client will regularly and at least once per month retrieve the E-Statement as ATB Financial will not send notification to the Client that such statement has been posted on ATB Business; and
- (d) the Client will examine the E-Statement, upon which, the Client will have thirty (30) calendar days to notify ATB Financial 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 Client does not notify ATB Financial 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 Client.

### **12.3. Information Reporting**

In addition to the Client's regular Account statements, ATB Financial may provide the Client various confirmations, statements and reports of the Client's activities in respect of the Services. It is the Client's obligation to examine those statements and report any discrepancies. ATB Financial's records will, in the absence of obvious error or as otherwise agreed by ATB Financial in writing, be conclusive evidence of the information received by ATB Financial and the transactions between ATB Financial and the Client. The computer-generated or electronic records received or created by ATB Financial will be admissible in a court of law and the Client consents to such admissibility and waives any defense the Client may have as to their admissibility.





## GENERAL

### **13. Storage of Information**

#### **13.1. Personal Information**

ATB Financial will collect, use and disclose personal information (as defined in the applicable personal protection legislation) in accordance with ATB Financial's Privacy Policy, a copy of which can be obtained at [www.atb.com](http://www.atb.com) or at any ATB Financial branch. ATB Financial may contract with third parties or agents and Service Providers to collect, use, store, transfer or process personal information on ATB Financial's behalf in connection with any services described in any of the ATB Financial Agreements in relation to the Accounts. For certain Services, the Client understands that it will be linked or directed to third party websites of Service Providers. The Client acknowledges that the use of such third party Service Provider websites is subject to the terms and conditions of use and the privacy policy of such websites. ATB Financial makes no warranties or conditions (express or implied) concerning the websites of Service Providers or any product or services offered thereon and is not responsible for such websites or any acts or omissions of any Service Provider in providing the Services from such websites. ATB Financial may, in its sole and unfettered discretion, delegate any duties or rights under this Agreement to agents (including, without limitation, third party subcontractors), and ATB Financial may change such agents and the manner in which their duties are assigned.

#### **13.2. Transfer / Processing of Personal Information**

The Client understands that some of these third parties or agents may be located outside of Alberta or Canada, and Client 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 Client knowledge or consent where required or permitted by law.

### **14. Administrator**

#### **14.1. The Administrator**

The individual(s) designated in this Agreement shall serve as the Client's Administrator. Multiple Administrators may be appointed at any given time. The Client may add additional, or change the current, Administrator by completing the appropriate change request as required by ATB Financial. By designating an individual as an Administrator, the Client understands that it is authorizing that individual to use the ATB Business platform and all available Services including, without limitation, in respect of any funds of the Client which are trust funds. This means that the Administrator will have full access to all Account information in respect of the Client available through ATB Business and all available Services and will be entitled to carry out and approve Instructions through ATB Business in respect of the Services on behalf of the Client. Without limiting the generality of the foregoing, the Administrator is authorized by the Client to:

- (a) have full use of and access to ATB Business and all subscribed Services;
- (b) have full access to review ATB Financial Mastercard transactions and statements issued in the name of the Client;
- (c) access to balances, interest rates, fees, payments, and all other information relating to loans by ATB Financial to the Client;
- (d) access all of the Client's Accounts and obtain and review all relevant Account information; and
- (e) have full power and ability to delegate, appoint and remove Users (as outlined in Section 3.4 above).



## **14.2. Client Appointed as Administrator or Agent**

The Client will provide ATB Financial with:

- (a) prior notice of any person that has appointed it as an Administrator or Agent in connection with a Service;
- (b) confirmation that it has shared the terms of this Agreement and any applicable Services with such appointing person; and
- (c) prior notice of any changes to such appointment.

Each notice must include the name and contact information for the appointed person, or in the case of the Client being appointed as Agent, a copy of the Agent Authorization, and be in form and substance satisfactory to ATB Financial. ATB Financial has the discretion to accept, reject or terminate any person's appointment as Administrator or Agent at any time. The appointment of a person or any change to an appointment will only become effective for the Services when implemented by ATB Financial.

## **15. Agent Authorization and Agreement**

### **15.1. Authorization**

The Client confirms with ATB Financial that each Account Holder which has executed an Agent Authorization has granted it access (as Agent for and on behalf of the Account Holder) to all of the Account Holder's ATB Financial accounts in connection with the use by the Agent of the Services for the benefit of the Account Holder. Any Account or Services for which an Account Holder does not wish to authorize the Agent may be listed in the Agent Authorization or by alternate means determined acceptable to ATB Financial in its sole discretion.

### **15.2. Client Representations**

The Client represents and agrees with ATB Financial that:

- (a) no third party has any beneficial or legal interest, direct or indirect, in any of the Accounts or the funds deposited therein (except with respect to creditors of an Account Holder holding a security interest in the ordinary course of business); and
- (b) it has the full right, power and authority from each Account Holder that has executed an Agent Authorization for ATB to release confidential information and reports concerning the Accounts to the Client (in its capacity as Agent) and the Agent Authorization has been authorized by all necessary or other organizational actions of each Account Holder and is a legal, valid and binding obligation of each Account Holder enforceable against the Account Holder in accordance with its terms except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and other laws affecting the rights of creditors and others generally and by principles of equity.

### **15.3. Acknowledgement**

The Client (in its capacity as Agent) acknowledges that by the Account Holder granting the Agent access to the Accounts, the Agent will have full access to all funds from time to time on deposit in the Accounts and, without limiting the generality of the foregoing, will have the ability to, among other things, undertake transactions in respect of each of the Accounts to which it has been granted access as outlined above. These



transactions may include, depending on the applicable Services, the Agent initiating transfers from the Accounts, withdrawing amounts from the Accounts and / or ATB Financial sharing balance and other transaction information in respect of the Accounts with the Agent. In that regard, ATB Financial is hereby authorized and directed to act upon the instructions of the Agent in respect of the Accounts and the Client confirms that it has the full consent and authority of the Account Holder to provide any such instructions. The Client on behalf of itself and each Account Holder understands that it shall be responsible to ATB Financial for all debts, liabilities and obligations arising out of transactions made by the Agent in respect of the Accounts as a result of the Account Holders granting the Agent access to the Accounts as provided in this Agent Authorization. Furthermore, the Agent agrees that it shall be responsible for the compliance with all of the obligations under the applicable Agreements and shall be bound by the applicable Agreements in respect of the use of the Services by the Agent on behalf of the Account Holders (including any obligations under any related implementation forms).

#### **15.4.**

ATB Financial is authorized to take such steps and do all other things ATB Financial is authorized to under this Agreement, in each case, as instructed from time to time by the Agent.

#### **15.5.**

The Client and any Account Holder may remove any Accounts from the Services by providing ATB Financial with written notice, and ATB Financial shall implement such removal as soon as reasonably possible.

#### **15.6.**

The Client and any Account Holder may terminate the Agent Authorization with prior notice to ATB Financial, and such termination shall take effect when such notice is processed by ATB Financial, acting reasonably.

#### **15.7.**

ATB Financial may, from time to time, make any changes it deems necessary to the Services (or add new Cash Management Services) and, upon prior written notice to the Agent and the applicable Account Holder (in accordance with the notice provisions outlined in the Agreement), such altered or new Services shall become subject to this Agent Authorization.

#### **15.8. Indemnity**

The Client agrees to indemnify ATB Financial, its representatives and employees, service providers and any third party providing or settling instructions against all Claims, directly or indirectly incurred by or against any of them, which, directly or indirectly, without limitation, are the result of the Client acting as Agent for any Account Holder and any resulting actions taken in connection with the Agent Authorization and as contemplated by this Agreement.

### **16. Instructions**

#### **16.1. ATB Business**

To the extent permitted by ATB Financial, 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 ATB



Business. All transactions or Instructions provided by any Authorized Contacts must, at all times, be in accordance with the terms set out in Agreement or in any applicable Service Schedule.

#### **16.2. Telephone Assistance**

In addition to the foregoing, Service Schedules may allow for ATB Financial to accept Instructions in respect of some of the Services from Instructing Officers by telephone. For greater certainty, ATB Financial is not required to verify the identity of any Instructing Officer or the bona fides, correctness or validity of transactions. ATB Financial may rely on any such telephone Instructions of the Instructing Officer or purporting to be given by or on behalf of the Client and ATB Financial may treat such Instructions as fully authorized by the Client in writing and such Instructions shall be binding upon the Client. ATB Financial may, in its sole discretion, decline to act for any reason on Instructions given by telephone including, but not limited to, unclear or suspicious Instructions or unsatisfactory identity verification. ATB Financial will not be liable in any way for any delay, failure or refusal to act in any circumstance.

#### **16.3. Electronic Communications**

The Client agrees that any electronic communications between the Client and ATB Financial will be given the same legal effect as written and signed paper communication. The Client further agrees that all electronic copies of communications are valid and that the Client will not contest the validity of any electronic copies of communications exchanged between the Client and ATB Financial in relation to the Services. ATB Financial shall be entitled to retain and store records, documentation and information respecting the Services in any manner that it determines in its sole discretion.

#### **16.4. Sufficient Time for Instructions**

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

#### **16.5. Reliance on Instructions**

ATB Financial may rely on any Instructions regarding the Services or other Instruction input from or which purport to be given by:

- (a) Authorized Contacts received through ATB Business; or
- (b) Authorized Contacts or Signing Officers received in compliance with the applicable Service Schedule or with this Agreement.

In all circumstances, ATB Financial may treat any such Instruction as fully authorized by the Client 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 Client. It is the Client's responsibility to ensure that all information and Instructions provided to ATB Financial are accurate and complete. Unless otherwise agreed to in writing, ATB Financial has no obligation to verify any information provided by the Client and ATB Financial shall be under no duty or obligation to inquire into, confirm or otherwise consider the correctness or validity of any Instruction. ATB Financial will not be liable for any Damages that the Client may suffer or incur in relation to the Services from acting on Instructions sent



through ATB Business when ATB Financial acted in good faith believing such person to be the Client, an Authorized Contact or a Signing Officer. ATB Financial will act on all acceptable Instructions sent through ATB Business or telephone as soon as it is reasonably practical to do so. The Client must confirm that ATB Financial has received the Instructions as ATB Financial is under no obligation to confirm receipt.

#### **16.6. Refusal to Act on Instructions**

ATB Financial may, in its sole discretion, decline to act on any Instructions, either in whole or in part, when:

- (a) such Instruction is unclear or suspicious;
- (b) such Instruction is provided with unsatisfactory verification of identity;
- (c) such Instruction is not in accordance with the terms of this Agreement or any other ATB Financial Agreements dealing with the operation of the Accounts or Services;
- (d) ATB Financial has reason to believe that such Instruction may not be authorized by the Client, its Authorized Contacts or a Signing Officer (as applicable);
- (e) such Instruction would violate any applicable law, Payment System Rules, or ATB Financial's internal policies and procedures;
- (f) monies in any Account are subject to a hold; or
- (g) the Client does not have enough available funds in any Account (or available overdraft protection) or credit to cover the Instruction

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

### **17. Changes to Agreement or Services and Notices**

#### **17.1. Changes to Agreement**

Other than as required by law, ATB Financial may change this Agreement (or any other Service Schedule) by giving the Client 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 Client agrees and consents to the change upon the use of ATB 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. ATB is not responsible for the Client's failure to review notices (including notices provided under Section 17.3 Notice of Termination or any other notices provided under this Agreement), and ATB shall not be liable for any consequences or Damages that may arise as a result of such failure.

#### **17.2. Modification of Services**

ATB Financial may add, discontinue or modify any part or feature of the Services or ATB Business at any time in its sole discretion. ATB Financial may, but is not obligated unless required by applicable law, notify the Client of such change.

#### **17.3. Termination of Agreement**

This Agreement may be terminated at any time by either party by giving ten (10) calendar 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 Financial will not be liable for any Damages or inconvenience that results from the withdrawal of the Client's access to ATB Business.



#### 17.4. Termination Without Notice

Notwithstanding Section 17.3, ATB Financial may, immediately, terminate this Agreement without notice if the Client:

- (a) becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or any (or any substantial portion of the) assets of the Client are seized or otherwise attached pursuant to legal processes or other means; or any step or proceeding is taken by or against the Client under or in respect of, any bankruptcy, insolvency or other similar law affecting creditors' rights against the Client;
- (b) becomes subject to proceedings for the dissolution, liquidation or winding up of its affairs;
- (c) gives notice of its intention to cease to carry on business;
- (d) conducts or participates in a fraudulent, inappropriate or suspicious transaction using the Services;
- (e) fails to make any payment when due or under this Agreement or under any other ATB Financial Agreement;
- (f) has, in ATB Financial's sole opinion, a material adverse change in its financial condition;
- (g) 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 Client for payment of money and any such judgments, garnishments, third party demands or orders remain unpaid and in effect for more than five (5) Business Days or would, in the opinion of ATB Financial, have a material adverse effect;
- (h) is in default or breach of any of the provisions of this Agreement, any Service Schedule or any other ATB Financial Agreement;
- (i) if any representation, warranty or agreement made by the Client in any ATB Financial Agreement is breached by the Client or any certificate or statement of fact made by the Client to ATB Financial or any other communication by the Client to ATB Financial is found to have been incorrect or misleading on or as of the date made; or
- (j) if any provision of any ATB Financial Agreement in relation to the Accounts or Service considered material by ATB Financial is held by a court of competent jurisdiction to be unenforceable or if the Client alleges that any such provision is unenforceable

((a) to (j) above are hereinafter collectively, a **Termination Event**).

**17.4.1** Upon or during a Termination Event, ATB Financial may, in its sole option, immediately terminate any or all of this Agreement without notice of further action. ATB Financial may, if it so chooses, continue to provide the Client with any one or more Services or with access to ATB Business but, subject to applicable law, ATB Financial shall have the option of revising any fees or charges due without prior notice to the Client. Such continuation of Services shall not constitute a waiver of any of ATB Financial's rights under the ATB Financial agreements or otherwise.

#### 17.5. Return Property

Upon a termination hereunder (whether pursuant to a Termination Event or otherwise), the Client will immediately return to ATB Financial (or destroy at ATB Financial's request) all security devices, software, manuals, confidential information of ATB Financial and other documentation, goods and materials provided to the Client in connection with its use of ATB Business or the Services.

#### 17.6. Acceleration

Upon any termination hereunder (whether pursuant to a Termination Event or otherwise), all debt of the Client to ATB Financial arising from this Agreement, any applicable Service Schedule, any Implementation Form or



other debt (including debt not yet incurred or not yet processed) and all accrued service charges, fees and costs and all accrued interest thereon must be immediately paid by the Client to ATB Financial.

## **17.7. Notices**

Any notice that is required to be given by ATB Financial under this Agreement may be given to the Client by:

- (a) a secure message posted on ATB Business;
- (b) a message posted on any ATB Financial website;
- (c) sent to the Client's mailing address or facsimile last shown on ATB Financial's records; or
- (d) delivered in person to the Client's place of business last shown on ATB Financial's records.

**17.7.1** 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 the ATB Financial branch where the Client's Accounts are held.

**17.7.2** 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.

## **17.8. Provisions Survive**

Sections 3.5, 4.4, 5.3, 6.4, 11.3, 16.4 and Articles 17, 18, 19, 20 and 21 shall survive the expiration or termination of this Agreement.

## **18. Fees and Charges**

### **18.1. Pricing Arrangements**

Fees and charges for the Services will be in one or more Pricing Arrangements forming part of this Agreement or (if applicable) part of the Service Schedules in relation to Cash Management Services. The Client acknowledges that the fees and charges for the Services are in addition to any other service fees or other charges that may apply to an Account. ATB Financial may amend the Pricing Schedule or other fees and charges payable for the Services at any time in its sole discretion. ATB Financial will provide notice of such pricing or fee change(s) to the Client by posting such change(s) or amendment(s) on ATB Financial's website, by secure message on ATB 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 Client will be deemed to have accepted the change.

### **18.2. Fees**

The Client agrees to pay to ATB Financial when due and as may be set out in any Pricing Arrangement, fee schedule, Service Schedule, ATB Financial Agreements or other documents all amounts payable to ATB Financial in connection with ATB Business and the Services including all fees, charges, interest and applicable tax.



### **18.3. Out of Pocket Expenses**

The Client further agrees to pay any out-of-pocket or other expenses ATB Financial incurs as a result of the Client's request or in the course of providing any Service to the Client. These expenses include communication charges, transmission charges and transportation, training costs or delivery charges incurred by ATB Financial.

### **18.4. Authority to Withdraw Fees**

The Client will pay the specified fees to ATB Financial for the Services. The Client authorizes ATB Financial but ATB Financial is not obligated to debit any Account of the Client for any amounts due and owing by the Client to ATB Financial including any fee or other amount payable or owing under this Agreement or owing in connection with any of the Services and including any amounts that may be owing as a result of termination of this Agreement or any Service Schedule.

### **18.5. Interest on Overdue Amounts**

The Client will be liable to ATB Financial for all amounts due and owing and / or debited under this 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 Client resulting therefrom. The Client will also pay interest on the amount of any and all such overdrafts and on charges, fees and other amounts owing by the Client to ATB Financial and not paid when due at the rate then applicable to overdrafts of the Client as established by separate agreement with ATB Financial. If no such rate has been established, the highest rate then applicable to overdrafts from ATB Financial to its Clients will apply. If no rate or rates with respect to overdrafts have been established, the Client will pay interest on overdrafts at a rate of twenty-one percent (21%) per annum. All interest will be calculated and payable monthly, not in advance, both before and after demand, default and judgment.

### **18.6. Taxes**

The Client agrees to pay to ATB Financial, upon demand, all sales and other taxes however designated or levied that are paid or payable by ATB Financial based upon the Services provided under this Agreement or any Service Schedule.

### **18.7. Insufficient Funds**

Notwithstanding anything contained in this Agreement or in any Service Schedule, in no circumstances shall ATB Financial be under any obligation to act and may decline to act on any Instructions or directions from the Client in respect of any Service if the effect of such Instruction or direction would be to cause any Account to be overdrawn in any unauthorized amount.

## **19. Limitation of Liability and Indemnity**

### **19.1. Limitation of Liability**

Notwithstanding any other provision hereof or any other document or agreement between ATB Financial and the Client, neither ATB Financial nor any of its Service Providers will have any liability in tort, contract or otherwise for any loss, damage, claim, judgment, cost, expense, fine or penalty (collectively, Damages) that the Client asserts or sustains as a result of the Client's use of the Services except for direct Damages attributable to ATB Financial's gross negligence or willful misconduct arising directly from the performance by





ATB Financial of its obligations under this Agreement and ATB Financial will not be liable for any other direct Damages. For greater certainty, this limitation of liability is subject to other limitations hereunder and extends to any Damages that the Client may suffer as a result of ATB Financial or a Service Provider acting or refusing to act on any Instruction, communication, order, entry or email received by ATB Financial from the Client 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 ATB Business. Without in any way limiting the generality of the foregoing, neither ATB Financial nor any director, officer or employee of ATB Financial 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.

**19.1.1** Under no circumstances will ATB Financial or any Service Provider be liable to the Client 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 Financial is advised of the possibility of such Damages including, without limitation, Damages in respect of any of the following:

- (a) any operation or operational failure, delay, ATB Business or Services unavailability including any hardware or software system failure or transmission and / or communication system failure (regardless of cause);
- (b) any non-payment, late or improper payment resulting from insufficient funds, credit or other limits on the Client's Accounts, inaccurate, incomplete or unauthorized Instructions or information received by ATB Financial;
- (c) any non-receipt or delayed receipt or receipt with errors or corrupted data or receipt in a format not acceptable to ATB Financial or the Service Providers of information or data required to perform any obligation of ATB Financial or any Service to be provided by ATB Financial;
- (d) ATB Financial, in its discretion, declining to act upon any Instructions or information provided to it in accordance with this Agreement;
- (e) the failure or error of any other financial institutions, third party networks, communications providers, utility and their agents or any other similar third parties;
- (f) mistakes, errors or omissions made by the Client or its Authorized Contacts in relation to their use of ATB Business or any of the Services or for the fraudulent or unauthorized use of ATB Business or the Services; and
- (g) the circumstances outlined in this Agreement which ATB Financial has indicated it will not be liable or responsible for or that the Client is responsible for including, without limitation, those set out in this Agreement in Sections 3.5, 3.6, 5.3, 6.3, 6.4, 7.3, 8.6, 9.13.4, 11.3, 16.4, 16.5, 17.3, 18.4 and Articles 19 and 21.

## **19.2. Indemnity**

The Client will indemnify ATB Financial and its officers, directors, employees, representatives, agents, Service Providers and any third party from and against any and all claims, proceedings, Damages, costs (including legal fees and disbursements on a solicitor and its own client, full indemnity basis), expenses, liabilities, and sanctions (collectively, Claims) directly or indirectly incurred by or taken against any of them which directly or indirectly, without limitation, are the result of:

- (a) the Client's (for and on behalf of itself and each Account Holders') use of ATB Business and the Services;
- (b) the Client's (or any Authorized Contact's) breach of the terms and conditions of this Agreement whether acting on its own behalf or as Agent for any Account Holder;



- (c) ATB Financial acting or decided to act upon any Instruction or information given to ATB Financial in accordance with this Agreement;
- (d) any Termination Event (as defined in Section 17.4 above);
- (e) any willful misconduct or wrongful, fraudulent or negligent act or omission of the Client (whether acting in its own capacity or as Agent), its Instructing Officers, Authorized Contacts or its other representatives or any breach by the Client, its Instructing Officers, Authorized Contacts, any Account Holder for which it is acting as Agent or its other representatives of any agreement or other legal obligation to which the Client, its Instructing Officers, Authorized Contacts or its other representatives are subject;
- (f) any willful misconduct or wrongful, fraudulent or negligent act or omission of any third party where the Client voluntarily waives the use of or improperly uses the fraud protection and / or security mechanism offered by ATB Financial;
- (g) any misrepresentation or inaccurate statement by or breach of any warranty of the Client (whether acting in its own capacity or as Agent), its Authorized Contacts, Instructing Officers or its other representatives in any ATB Financial agreements or in any other communication or agreement (written or oral) between the Client, Authorized Contacts, Instructing Officers or other representatives and ATB Financial;
- (h) the enforcement by ATB Financial of any Service Schedules or any ATB Financial Agreements or any provision hereof or thereof (whether against Client or against the Client in its capacity as Agent for any Account Holder) except to the extent such Claims are caused by the gross negligence or willful misconduct of ATB Financial; and
- (i) providing any Services to the Client in accordance with ATB Financial's obligations (including in its capacity as Agent for an Account Holder) under the ATB Financial agreements, the Client's use of the Services (including in its capacity as Agent for an Account Holder), or the Client's breach of the terms and conditions of this Agreement, any of the Service Schedules or any other ATB Financial agreement (including, when the Client is acting as Agent for and on behalf of any Account Holder).

### **19.3. Instructions and Information**

The Client is solely responsible for the accuracy and completeness of all instructions and information furnished by the Client to ATB Financial (whether in its capacity as Agent or otherwise). ATB Financial will not be responsible in any way for errors resulting from the inaccuracy of incompleteness or fraudulent alteration of any Instructions or information furnished by the Client to ATB Financial, its directors, officers, employees or agents.

## **20. Representations**

### **20.1. No Representations or Warranties**

Except as expressly provided in this Agreement or in the Service Schedule, ATB Financial makes no representations or warranties, either express or implied, of any kind with respect to any ATB Business or Services or ATB Financial's performance under this Agreement or under any Service Schedule including, without limitation, the implied conditions or warranties of merchantability and fitness for a particular purpose including any representations or warranties arising by operation of law or from a course of dealing or trade usage. No descriptions or specifications whether or not incorporated into any Service Schedules form representations or warranties of any kind. Without in any way limiting the generality of the foregoing, neither ATB Financial (nor any director, officer or employee of ATB Financial) is bound to see the execution of any trust, whether express, implied or constructive, to which the Client or the funds of the Client may be subject.



## 20.2. Representation and Warranties by Client

The Client hereby represents and warrants that:

- (a) this Agreement has been authorized by all necessary corporate or other organizational actions of the Client and there are no provisions in the Articles of Incorporation, Memorandum of Association or in any of the Client's by-laws or resolutions or in any partnership agreement, joint venture agreement, unanimous shareholders agreement, trust instrument or in any other agreement that in any way limits or restricts the Client's power or the powers of the directors (or councillors) or of any persons authorized by the directors (or councillors) to utilize any of the Services or to enter into any of the ATB Financial Agreements;
- (b) the person(s) signing this Agreement for the Client are authorized to do so. At ATB Financial's request, the Client will furnish manually certified resolutions (or similar proof) of authority to execute this Agreement;
- (c) all information provided by the Client to ATB Financial in connection with the Services whether under this Agreement or otherwise is complete, accurate and up to date and does not fail to disclose information that ATB Financial may require to provide any of the Services and the Client shall notify ATB Financial promptly in the event any relevant information changes;
- (d) if the Client is a corporate entity, it is duly formed, organized and existing in its jurisdiction of incorporation, duly registered in any of the jurisdictions in which it operates and is in conformity and compliance with the laws that govern the Client and its business activities;
- (e) if the Client is a partnership, it has been formed, existing and is registered as required under the laws of its jurisdiction of formation;
- (f) if the Client is or represents a trust, the trust has been constituted under the laws of the Province of Alberta and has not been terminated;
- (g) the Client is fully and properly authorized to execute this Agreement and is further authorized and able to perform the obligations and transactions described in this Agreement, any Service Schedule and in any other ATB Financial Agreement; and
- (h) execution of this Agreement and performance of the Client's obligations under this Agreement and each applicable Service Schedule does not violate any applicable statute, regulation or bylaw or result in any violation of any applicable statute, regulation or bylaw.

## 20.3. Binding Obligation of the Client

This Agreement including applicable Service Schedules and all other documents and agreements entered into by the Client in favour of ATB Financial are legal, valid and binding obligations of the Client enforceable against the Client in accordance with their respective terms except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and other laws affecting the rights of creditors and others generally and by principles of equity.

## 20.4. Compliance with Laws and Regulations

The Client and ATB Financial will conduct their activities under this Agreement and under the Service Schedules and under all other ATB Financial Agreements in compliance with all applicable laws, statutes, rules, regulations, orders, treaties and guidelines including the rules of Payments Canada, anti-money laundering legislation and privacy legislation (both provincial and federal).



## **21. Other**

### **21.1. Records**

The records of ATB Financial as to each use of Services and the transactions made on the Client's Accounts 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 Financial and the Client in respect of the Client's Accounts. All documentation, records and information relating to the Services will be maintained and stored by ATB Financial in such form and manner as it determines in its sole discretion, and ATB Financial is not responsible for retaining originals of any documents or instruments.

### **21.2. Prohibited Use and Compliance with Laws**

The Client agrees that it will, at all times, comply with any applicable laws or clearing rules in respect of ATB Business or any Services. The Client further agrees that it will not, at anytime, use ATB 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 ATB Business platform or any Service.

### **21.3. Trust Accounts**

The Client will advise ATB Financial in writing of each Account that is a trust account. Unless ATB Financial has been advised of any Account that is a trust account, the Client acknowledges that it will not, directly or indirectly, use ATB Business to transfer funds between a trust account and non trust account.

### **21.4. Limits**

ATB Financial may set one or more limits in its sole discretion and such limits are subject to change without notice. Such limits may include:

- (a) the amount that may be transferred between accounts;
- (b) the number of bill payments that can be made in one day; or
- (c) the maximum amount for each bill payment.

### **21.5. Not a Substitute for Other Agreements**

This Agreement is in addition to and not in substitution for any other agreement between ATB Financial and the Client with respect to the operation of any Account(s) of the Client and with respect to the Services.

### **21.6. Third Party Services**

The provision of certain Services is dependent on ATB Financial's ability to provide access to third party networks, systems or services. ATB Financial may, in its own and absolute discretion and without notice to Client, 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 Service Providers are engaged by ATB Financial, ATB Financial may disclose to such Service Provider, subject to appropriate confidentiality arrangements as determined by ATB Financial, any information it holds about the Client as is necessary to provide the Services.

### **21.7. Varying Availability**

Client acknowledges that:



- (a) not all services and features may be accessible or available for all Accounts, Services or ATB Business at any given time; and
- (b) some Services, functionality, content or information available through ATB Business may be available only through certain Devices.

ATB Financial shall not be liable for any Damages whatsoever that may arise from any Services, features, functionality, content and/or information not being accessible or available to the Client.

#### **21.8. Intellectual Property**

This Agreement does not confer upon the Client or any of the Client's Authorized Contacts or Signing Officers the right to use works, logos and trademarks contained on ATB Business or any Service. Unless otherwise indicated, all trademarks, logos, texts or images are the property of ATB Financial or their respective licensor.

#### **21.9. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Client agrees to submit to the jurisdiction of the Courts of Alberta.

#### **21.10. Force Majeure**

ATB Financial will not be liable to the Client or any other party in any way for delay in performance or for the non-performance of any provision of this Agreement or any Service Schedule if such delay or non-performance is directly or indirectly caused by an event or series of events beyond the control of ATB Financial 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.

#### **21.11. Severability**

If any portion of this 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.

#### **21.12. Headings**

Any heading contained in this Agreement is added for convenience only and does not change the meaning of any provision in this Agreement.

#### **21.13. Assignment**

ATB Financial may assign its rights and obligations under this Agreement or under any Service Schedule at any time to a third party. If ATB Financial chooses to do so, it may disclose information about the Client and the Services to anyone to whom ATB Financial assigns its rights to provided they agree to maintain confidentiality in a manner similar to ATB Financial. The Client may not assign any rights and obligations under this Agreement or under any Service Schedule without prior written consent of ATB Financial.

#### **21.14. Binding**

This Agreement and any Service Schedule will benefit and bind the respective successors and permitted assigns of ATB Financial and the Client.



#### 21.15. Counterparts

This Agreement may be executed and delivered by the parties in one or more counterparts each of which shall be an original and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission and those counterparts shall together constitute one and the same instrument but the party delivering such facsimile or other electronic copy shall deliver an original of this Agreement as soon as reasonably possible after delivery of the facsimile or other electronic copy.

#### 21.16. Further Assurances

The Client shall forthwith, from time to time upon the request of ATB Financial, make and execute all such additional documents, acts, matters and things as may be required by ATB Financial in its reasonable discretion to give effect to the provisions of this Agreement and any such Service Schedules. This may include the Client providing certified resolutions (or similar proof) of authority to execute and consummate this Agreement and any Service Schedules and any ATB Financial or third party licenses or sublicenses that may be required in connection with certain Services.

#### 21.17. Payment System Rules

The Client understands that in carrying out any of the Services, ATB Financial will be subject to the by-laws, rules, guidelines, requirements and standards of various payment systems and networks (including Payments Canada and *Interac*) (**Payment System Rules**) and accordingly ATB Financial may be unable to accept or process instruments or Instructions that do not comply with the Payment System Rules.

#### 21.18. Entire Agreement

The ATB Financial Agreements form the entire agreement between the Client and ATB Financial pertaining to the Services. This Agreement does not affect any rights that ATB Financial may have in respect of any of the Accounts. There are no conditions, warranties, representations or other agreements between ATB Financial and the Client in connection with the Services (whether oral or written, express or implied, statutory or otherwise) except as specifically set out herein and therein.

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