

ATB

Little book of account info

(Or, your ATB Financial
personal account agreement
terms and conditions)

Welcome to your little book of account info. This booklet contains all the exciting terms and conditions that relate to your Account or GIC. We've tried to cover just about everything you could (or wouldn't) think of—because we know you spend a lot of time thinking about this stuff!

This guide will walk you through most of what you need to know, but if you ever have questions, we're always here to help. Just pop by a branch or give us a call anytime at **1-800-332-8383**.

The quick version

1. We promise to provide you with your Account and all of the services described in this Agreement. In return, you promise to be responsible for your Account, including any fees or expenses that apply as you use it. And it's important we both keep those promises, to keep things working the way they should!
2. We take your privacy seriously. That's why we keep any and all personal information private and confidential. Any personal information we collect about you is subject to our Privacy Statement and Privacy Code, which is designed to protect your personal information under privacy laws, including Alberta's Personal Information Protection Act. For more info on why we collect your personal information, how we use and protect it, the situations where we may share it, and how you can request access to your own personal information, you can pick up a copy of our Privacy Statement at any branch or on [atb.com](https://www.atb.com)
3. There are lots of ways to bank with us including online banking, using our mobile app (ATB Personal), with your Debit Card and coming into our branches.
4. You can always find our current interest rates and fees by visiting [atb.com](https://www.atb.com) or dropping by a branch.
5. Always keep your Debit Card PIN safe by keeping it private. Don't share it with anyone, no matter how nicely they ask!
6. If you suspect fraud on your Account, contact us immediately at any branch or by calling **1-800-332-8383**.
7. You can choose between paperless and paper statements—whatever makes sense for you.
8. We offer overdraft protection on most of our chequing accounts. If you go into overdraft, we charge a fee and/or interest on the amount of overdraft you use, depending on the terms of your Account. You'll be able to see any overdraft fees or interest on your monthly Account statements.
9. We have redeemable and non-redeemable GICs. You can find information on GICs, including early redemptions and interest rates, in your GIC documents.
10. If you have a joint Account, you'll need to choose who can make decisions on your Account. This is important because it determines what happens to your money if one of you dies. Each joint Account holder is fully responsible for the Account.
11. If you have any questions or concerns about your Account, please call us at **1-800-332-8383** or drop by any ATB branch.

Contents

Legal definitions

- 5 Legal definitions

About your Account

- 6 Your responsibility
- 6 Personal information and privacy
- 6 Things about our Generation Account, Students First Account and Freedom Account

Deposit your money

- 7 Deposits
- 7 Holds

Access your money

- 8 Ways to bank with us
- 8 Debit Cards

Spend your money

- 13 Cheques
- 13 Bill payments
- 13 Overdraft

Cover your butt

- 13 Overdraft protection
- 14 Overdrafts without overdraft protection
- 14 Stop payments

Your Account

- 14 Your Signature
- 14 Account instructions
- 15 Joint Accounts and Account ownership
- 16 Estates and powers of attorney

Fees and interest

- 16 Fees and other payments
- 16 Interest

GICs

- 17 Interest
- 17 Redeeming your GIC
- 17 Redeemable GICs
- 17 Non-redeemable GICs
- 17 Maturity
- 18 Income tax reporting for Springboard GICs

Keep track of your money

- 18 Paperless statements
- 18 Paper statements
- 18 Passbooks

The really, really legal stuff

- 18 Amendments
- 18 Processing Items
- 18 Notices
- 19 Inactive Accounts and unclaimed balances
- 19 Severability
- 19 Disputes
- 19 Verifying your Account
- 19 Law that applies
- 20 Headings
- 20 Ending this Agreement
- 20 Assignment
- 20 Limitation of liability
- 20 Reserving our rights and not waiving our rights
- 20 Outstanding debts and legal costs
- 20 Service of documents and demands for information
- 21 Use of agents

Feedback

Legal definitions

Before we get too far, here are some definitions you should know:

ABM: Automated bank machine.

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

Agreement: It's this book—the thing you're reading right now. The Agreement is between you and ATB, and about your Account or GIC(s). This Agreement also applies to some pretty important stuff that you don't normally think about, like your estate, your heirs, executors, administrators and your personal and legal representatives.

Certificate: This is the document or electronic details confirming your GIC, like how it earns interest and its term.

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

Digital Signature means your Username when used along with your Password.

GIC or **Guaranteed Investment Certificate:** Each deposit that you have with us that pays a specified rate (or rates) of interest over a specific term.

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

Password means the combination of letters, numbers and/or special characters that you select in accordance with our guidelines.

PIN or **personal identification number:** The 4–6 digit number that you enter for transactions using your Debit Card. You first set your PIN when you get your DebitCard and you can change it whenever you like (the more often the better, to combat fraud).

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

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

Username means the username that you select in accordance with our guidelines.

We, our, us: and **ATB Financial** mean Alberta Treasury Branches, operating as ATB Financial.

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

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

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

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

About your Account

Your responsibility

These are the terms and conditions you agreed to when you opened your Account, in exchange for us opening and maintaining your Account. Please note: if you have an existing account agreement with us (one you got when you opened another Account or GIC), this Agreement officially replaces that one.

We rely on the information you give us. You promise that all the information you provided on your application was true and accurate, and that you've given us all of the information we'll need to service your Account. You're also agreeing that while you hold your Account, we may obtain information about you (including credit information) from sources outside of ATB to confirm your identity or credit worthiness.

You promise to pay us for any fees that you incur in using your Account, and to pay any other expenses that you're responsible for. You'll find more details about fees and some of the expenses you might have to pay in this book. You can always check our current account fees on atb.com or by visiting a branch.

Personal information and privacy

We take your privacy seriously—really, really seriously. That's why we're so committed to maintaining the confidentiality of your personal information. Any personal info that we collect about you is used and disclosed in accordance with the document entitled "Personal Information: Collection, Use and Disclosure Statement" ([the Privacy Statement](#)).

You should have received a copy of that document from us when your Account was opened. It's a fascinating read (just like this book!) so we're sure you'll have trouble putting it down. If you can't find it and have an overwhelming urge to spend some time getting to know all about privacy, you can find

the most current version at any branch or on atb.com

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

ATB uses service providers in the United States of America for the purpose of maintaining and storing your Debit Card information. Once you've taken a look at the Privacy Statement, if you have any questions or concerns about the personal information that is collected and retained by ATB, you can call us at **1-844-392-9359**—or write to our privacy officer at 2100, 10020 100 Street (Transit #115) Edmonton, Alberta T5J 0N3. They can get a little lonely and love getting mail!

Things about our Generation Account, Students First Account and Freedom Account

Generation Account

The Generation Account is designed for people under 20. If you're under 20 and interested in saving, you're way ahead of the pack—and you're eligible to open a Generation Account with us. If you're over 20, you can open a Generation Account for someone else who is under 20, or jointly with someone else who is under 20.

As you (or the person whom you opened the Account for/with) gets close to age 20, we'll contact you to let you know that it's almost time to change your Account and give you some information on your options.

If you don't let us know what type of Account you want to switch to, we'll find the best one that fits your needs (from what we can tell) and automatically transfer your Account over.

Students First Account

If you're enrolled in a full-time educational program at a Canadian university, college or technical school, then you can open a Students First Account. We'll ask you to show us proof of enrolment by September 30 of each year, so we can keep your Account as a Students First Account.

Once you've finished your studies (go you!), or if you don't give us the annual proof of enrolment by

September 30, we'll give you a heads-up that you have to switch your Account.

If we don't hear from you, we'll find the best fit (based on what we know) and automatically transfer your Account.

Freedom Account

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

Deposit your money

(If you only have a GIC, skip ahead to the GIC section. The stuff here is all about chequing and savings accounts.)

Deposits

- You can deposit money into your Account anytime. Really, don't hold back! Other people can deposit money into your Account, too, which would be super nice of them. Of course, if we have concerns about the deposit, we can always choose not to accept it.
- If we've credited your Account with a deposit that is later dishonoured or returned (a bounced cheque, for example), we'll then debit your Account for the amount of that deposit. You'll also be responsible for any applicable fees and interest owed. To process that debit, we may create an overdraft on your Account, use any available overdraft protection on your Account, or, if your Account is connected to a line of credit, we may charge the line of credit.
- If any of your Account details change—like you get a new account number or you close your Account—make sure you notify anyone that is depositing money into your Account of those changes (like your employer or the Canada Revenue Agency). We aren't responsible

for letting them know, or for any charges or losses you might incur because you forgot to notify them.

- If any Item is deposited into your Account, you authorize us to endorse it on your behalf. We have no liability for endorsing any Item deposited.

Holds

Here's some good news: if you deposit cash into your Account through a teller at one of our branches, we won't hold the funds. That means you'll get access to the cash in your Account right away. If you deposit cash into an ABM, there may be a hold on that money until we verify that you deposited cash and not a cheque. And here's a reality cheque (see what we did there?): generally speaking, we place a hold on any Item that's deposited into an Account that isn't cash (like a cheque, for example). The hold gives us time to make sure the Item is legit.

What happens if an Item isn't legit?

See the second bullet under "Deposits" on this page.

Note: If we place or release a hold on an Item (or if we don't place a hold on it), that's not our guarantee that it won't later be dishonoured.

Access your money

Ways to bank with us

- Use your Debit Card at any ABM or store in Canada that has a debit machine with the *Interac*® symbol. If you have a Visa logo (in addition to the *Interac* logo) on your Debit Card, use your Debit Card at ABMs, stores, or to make online, mail order or telephone order purchases, anywhere (inside or outside of Canada) Visa or Plus is accepted.**
- Log in to our mobile banking app, ATB Personal.
- Log in to online banking (personal.atb.com).
- Drop by any ATB branch.
- Call ATB Client Care (**1-800-332-8383**).
- Use cheques if you have a chequing account.
- Set up pre-authorized payments to pay bills.
- Any other way we may have available for you, now or in the future.

All the various ways that you access your Account may be subject to other terms and conditions, such as with online banking or when you set up a pre-authorized debit with a third party. Those would be separate from this Agreement, and this Agreement would continue to apply to your Account, as well.

Debit Cards

Please note: When we talk about an Account in this section, we're also talking about any loan or line of credit account that you have with us that you may access using your Debit Card.

Debit Card: We'll give you a Debit Card with a PIN that you can use to access the money in your Account. The Debit Card is our property and we can ask you to return it to us at any time, or we can replace it at any time. So, it's more like we loan you a card—but you can use it like it's yours. Any Account linked to your Debit Card may be debited subject to the terms and conditions in this Agreement.

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

Your re-issued Debit Card will come personalized (with your name on it), if you would like to receive a personalized card sooner, you can visit your nearest branch or call us at **1-800-332-8383**.

Withdrawing Cash: You can use your Debit Card to withdraw cash at any ABMs in Canada that accept *Interac*. Those transactions will be processed through the *Interac* Network. If your Debit Card has a Visa logo on the front, that means you have Visa Debit, and can use your Debit Card to withdraw cash at any ABMs (inside or outside of Canada) that accept Visa or Plus. Those transactions will be processed through the Visa network. You will have to enter your PIN to use your Debit Card for all ABM withdrawals.

Transactions (aka buying stuff): While shopping in Canada, you can use your Debit Card to make point of sale (POS) purchases at stores that accept *Interac*—and to get cash back at stores that offer it. These transactions will be processed through the *Interac* Network. If the store has “tap and go” or *Interac* Flash contactless payment terminals, your Debit Card will work there too. If not, you will have to enter your PIN to make your purchase. If you prefer, you can turn off the “tap and go” feature on your Debit Card such that you must always enter your PIN. To turn off the “tap and go” feature, just call the ATB Client Care team at 1-800-332-8383 or

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

© Trade-mark of Interac Inc. Used under license.

drop by any branch during normal business hours. The change will take effect after you complete your next successful PIN-based ABM or POS transaction in Canada. You can turn the “tap and go” feature back on again by doing the same.

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

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

If any Debit Card transaction places your Account into a negative balance or you receive cash or a credit in error as a result of a system failure, malfunction or for any other reason, you agree to reimburse us for any amount owing immediately upon demand. We may also recoup the amount owed to us from any other Account in your name (including joint accounts) at ATB Financial.

Pre-Authorized Payments: You will be responsible for all preauthorized payments charged to the Account or those that are charged using a Debit Card number even after this Agreement has ended, a Debit Card is cancelled or your Account is closed. If a Debit Card is cancelled or your Account is closed, you must notify any merchants who have authorization to charge transactions using the Debit Card number or to the Account. Merchants

may be enrolled in services with the network for ATB Financial to automatically provide new Debit Card details including the Debit Card number and expiry date to ensure that pre-authorized payments continue. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued.

You should always keep your PIN safe, because you’re responsible for any transactions made with your Debit Card using your PIN. If we notice that your Debit Card has been compromised, or if you report your Debit Card lost or stolen, we’ll place a hold on your Account and arrange to get you a new Debit Card. If this happens, you will need to choose a new PIN. (Make sure it’s a good one!)

Keeping your PIN safe: Change your PIN. Change it often, say, every month.

Changing your PIN makes it harder for those who fiddle with debit machines to get access to your Account. They hate it when you outsmart them like that!

And while you’re thinking of ways to stop fraudsters from getting at your money, here’s some more good advice:

- Don’t make your PIN easy to guess, like your birthday or your home address or combinations that are easy to remember, like 1-2-3-4 or 7-7-7-7. (You can do better than that!)
- Cover the keypad when punching in your PIN. Don’t worry about offending the people standing near you—they don’t care.
- Don’t give your PIN or Debit Card number to anyone. Not your mom. Not your significant other. No one.
- Don’t write your PIN on your Debit Card. Really. Just don’t do this. Ever.
- When you’re using your Debit Card to make a purchase, don’t let your Debit Card out of your sight.

- If you think a pay terminal or ABM has been altered, call the police. If it looks sketchy, it probably is.
- Put a monthly reminder to change your PIN in your calendar.
- You can change your PIN at any ATB ABM or branch. It takes literally less than a minute. Sound like a hassle? Not compared to trying to undo the damage if someone manages to get your Debit Card and your money.

Trust us: It's worth your time to stop fraud before it happens. If you have any questions, you can always give ATB Client Care a call at **1-800-332-8383**.

Lost or stolen card or PIN: Contact us as soon as you notice that your Debit Card is lost or stolen, or if you suspect someone else may be using your Debit Card or may know your PIN. You're not responsible for any transactions that occur after you tell us about the loss or theft. And assuming you've followed our "keep your PIN safe" protocol, we'll reimburse you for any amount that has been taken from your Account without your authorization.

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

You are liable for all losses that result:

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

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

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

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

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

You won't be held responsible if:

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

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

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

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

Interac Zero Liability Policy: Okay, this is important stuff. You're not liable for losses resulting from unauthorized *Interac* transactions (one in which your Debit Card and PIN are used to carry out a

transaction as a result of you being tricked, forced, intimidated or robbed.)

Visa Zero Liability Policy: You're not liable for losses resulting from unauthorized Visa Debit transactions if you satisfy the following three (3) conditions:

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

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

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

Limits: Typically, we set two different types of limits on your Account when you open it: one limit on how much money you can take out at an ATM at any one time and throughout the day, and another a limit on how much you can spend throughout the day using your Debit Card at stores or businesses. These limits are in place to protect you from losses should the Debit Card be compromised, lost or stolen. We may let some purchases go through your Account that are over your set limits, and generally, we only reduce limits—or change limits without letting you know—when we suspect fraud (although we reserve the right to do so for other reasons).

If you have any questions about your limits, call us or stop by any branch and we'll be happy to chat. We're also happy to work with you to set a limit that makes sense for your needs.

Foreign currency transactions: When you buy something with your Debit Card in a different currency, or use your Debit Card at an ATM to get foreign currency from your Account, we convert that amount into your Account's currency using the applicable exchange rate in effect on the day that we process the conversion plus applicable conversion fees. Please refer to the terms and conditions applicable to your specific account type and available at atb.com/personal for more information about conversion fees.

Some transactions may not go through your Account on the same day that you make the transactions, so please note that you'll be charged the applicable exchange rate on the day that your transaction is posted to your Account, not the exchange rate on the day that you made the transaction.

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

Visa Secure: If you have a Debit Card that is Visa Debit enabled, it automatically comes with the Visa Secure Service ("Visa Secure" or "the Service"). By using Visa Secure you confirm that you agree to comply with these provisions.

When you use your Visa Debit Card for an online transaction, your transaction will go through the Visa Secure authentication process where it will be assessed for risk. At this point, you may be asked to enter a unique, one-time passcode (the "One-Time Passcode") to authorize your online purchase. The prompt will be sent to the mobile number and/or email associated with your Account.

The purpose of these verification procedures is to confirm that you are the person who is engaging

in the online transaction so that we can reduce the incidence of fraud on your Account.

Don't worry—you are not required to use the Visa Secure service, but if you don't respond to the prompt and enter your One-Time Passcode, we won't be able to authorize your purchase—you will need to use another form of payment.

Access to the World Wide Web: Please understand that in order to use the Visa Secure service, you need to have accessibility to the World Wide Web and you will be required to pay any related fees that may be associated with such access. Alerts or One-Time Passcodes sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the client's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered. Carriers are not liable for delayed or undelivered messages.

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

What you are responsible for: Unless you are a victim of fraud, you are responsible for all of your transactions when you use the Visa Secure service. This means that you will be responsible for your use of the One-Time Passcode—please be sure to keep it safe—do not tell it to anyone and do not write it down anywhere.

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

Ending or Changing the Service: The Service and the way it is used in relation to your Debit Card may be changed from time to time to reflect changes to Visa Secure made by Visa, payments security practice, technology/other systems, regulatory/legal obligations, and/or our business priorities. Where practicable, we will give you reasonable notice of any major changes.

We may also stop your ability to use the Visa Secure Service where we think that someone else is using or trying to use your Debit Card or your One-Time Passcode or is trying to make a purchase without your permission. We can also stop the Visa Secure service where we believe that either you or someone else is using the Visa Secure Service illegally or where we believe there is a possibility of any fraud.

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

Problems with merchants: If you have a problem with something you bought with your Debit Card, unfortunately, we can't help you fix the problem. We're also not responsible for the problem, either.

Spend your money

Cheques

For most types of Accounts, you may request that we send you cheques, which we'll do for a fee. It's your job to keep your cheques in a safe place. If any of your cheques are ever lost or stolen, you must let us know immediately by calling ATB Client Care at **1-800-332-8383**. Instead of mailing your processed cheques back to you, we scan them and send you the cheque images in your monthly statement and post them in your online banking. So, if you forget what you wrote a cheque for, you'll be able to see it right there in black and white.

Bill payments

You can pay lots of your bills (such as electricity, water, internet and phone) using our online, mobile or telephone banking services, your new card details, at an ABM, or at a branch. It's a good idea to know your payees' rules in terms of when your Account is credited with an online, mobile or ABM payment, so you don't inadvertently incur late fees. We won't be responsible for those late fees.

Overdraft

Sometimes you may withdraw money from your Account that takes your balance to below zero dollars. That's called overdraft. We offer overdraft on our chequing accounts. To learn more about overdraft protection, read the next section.

Cover your butt

(Protection for those "just in case" moments)

Overdraft protection

Applying for overdraft protection: Overdraft protection is an awesome way to protect you for those just-in-case moments when you spend a little more than you planned. That's why most of our personal chequing accounts have the option to include overdraft protection.

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

Overdraft limit: Once you're approved for overdraft protection, we'll let you know what your overdraft limit is (it'll also be on your monthly Account statements). You can use your overdraft in the same ways as you can access funds in your Account, including by cheque, pre-authorized debit,

making transfers or using your Debit Card. We may allow or disallow transactions that for any reason would exceed your overdraft limit.

Interest and fees: You're charged a fee or interest for overdraft protection only if you use the service. If your Account goes into overdraft during a month, then you'll pay either the overdraft protection fee or the amount of interest that has accrued, whichever is greater. We may offer certain Account where we charge interest only. You'll pay interest on your daily overdrawn balance, and we add up all of the daily interest charges for a month to figure out how much interest you have to pay that month.

You'll find your interest rate and fee that we charged on your monthly Account statement. You can find our current fees and rates on atb.com or in any branch.

Payment: Each and every month, you need to make sure you deposit enough money into your Account to cover any overdraft fee or interest charged during the month, plus any amount that

your Account is overdrawn that exceeds your overdraft limit. We can always ask you to repay the full amount of your overdrawn balance, plus any unpaid overdraft fees and interest at any time.

Stopping overdraft protection: You can stop overdraft protection at any time—just let us know and we'll take it off your Account. We also have the option to stop your overdraft protection, specifically in the cases of fraud, bankruptcy or nonpayment. In those cases, we don't have to notify you in advance of stopping the protection.

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

Overdrafts without overdraft protection

No, that's not a typo. Even if you don't have overdraft protection on an Account, we may still permit an overdraft to occur on your Account.

If you happen to go into overdraft without overdraft protection, then you'll have to repay the overdrawn amount immediately, and we'll charge you our current overdraft fee (for overdrafts without overdraft protection) as well as interest at the overdraft interest rate.

Visit atb.com or any ATB branch for current rates and fees.

We'll calculate interest in the same way as if you had applied for overdraft protection (see "Interest and fees" in this section), but we'll charge you the overdraft fee too—regardless of the total interest—on top of the interest.

Stop payments

Contact us if you need to stop a payment, for example on a cheque. That being said, there are some payments that we can't stop, such as a payment that's already cleared why your Account, when a preauthorized payment is set up with a third party, or when we don't have sufficient time to stop that payment for you. That's why it's important to contact us as soon as possible and with the exact details about the payment you're trying to stop.

Your Account

Your Signature

The Username and Password that you created when you opened your Account will be your Digital Signature which you agree may be used by us as your Signature for the purposes of a Signature Card. You agree that the Signature Card (encrypted and stored in our system) will be used as the Signature Card for all Accounts and services that you have with us at any time. The opening of any Account by you with the use of your Digital Signature will constitute your acceptance of the

terms and conditions herein as well any additional terms and conditions governing any other Account. You also agree that your use of any account or service will constitute your acceptance of the terms and conditions herein as well any additional terms and conditions governing any other Account.

Account instructions

Giving us instructions: There are lots of ways to give us instructions on your Account, including coming into a branch, calling ATB Client Care at

1-800-332-8383 or through online or mobile banking. In some cases, we'll accept instructions by email or fax, but keep in mind that email and fax aren't secure and we can't guarantee when we'll read the communication.

We'll act on any instructions that we think are from you, but we may decline or refuse any instructions—even if they appear to be from you - if we think they're improper, unlawful or fraudulent, or that there is a mistake. It's part of our commitment to keep you and your money safe.

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

Signing authority: Joint accounts can have the signing authority set up in one of two ways:

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

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

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

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

Joint Accounts and Account ownership

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

Here's how it works:

- If the signing authority is set up as either/any, then we treat the Account ownership as joint with a "right of survivorship." This means that if one of you dies, the surviving account holder will own the Account funds solely, or if there is more than one surviving account holder, then the Account funds will be jointly owned with a right of survivorship.
- If the Account is a GIC, then any one of you is entitled to redeem the GIC. See the "Redeeming your GIC" section of this Agreement for more details on GIC redemption options.
- If the signing authority is set up as both/all to sign, then we treat the Account ownership as "tenants in common." This means that if one of you dies, then the surviving account holder(s) don't automatically become the owners of all remaining funds. The deceased's share of the Account funds will transfer to their estate to be disbursed as per the will, or as otherwise required by law. Unless we're informed otherwise, we assume that the Account funds are owned in equal shares by each of the joint account holders. For example, if there are two account holders, we'll assume that you each own 50 per cent of the funds in the Account, unless you tell us otherwise.

Also, if an Account is held by more than one account holder, then you're each "jointly and severally liable" for all amounts owed to us. This means that you're each individually responsible for the full amount owing to us by any of the joint account holders, regardless of who incurred the amount owing or how it occurred (this includes overdrawn balances and fees and interest relating to overdraft and overdraft protection).

Estates and powers of attorney

If any of the account holders die, we'll need estate documentation from the estate representative to figure out what to do with the Accounts. Once we have this estate documentation, then we'll release the Account's funds according to the Account's signing authority (see the previous section for more details about this). We may ask for the death certificate and a will, or ask for a grant of probate.

If the Account is a non-redeemable GIC, then if we're asked by your estate representative (or the survivor in the case of a joint account) we'll redeem the whole GIC and pay the estate or the survivor

as applicable. We may charge early redemption fees but will let your estate representative (or survivor) know the amount of these fees (if any) when they ask to withdraw the funds at which time they can confirm if they still wish to withdraw the funds. Interest may also be paid if the funds are withdrawn which will be reported to the Canada Revenue Agency as required.

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

Fees and interest

Fees and other payments

Not surprisingly, most of our chequing accounts have a monthly service fee, which covers a set number of transactions and services. The fee is automatically debited from your Account every month. If our fees or the included transactions and services change, we promise to let you know in advance.

We also charge fees for transactions and services that aren't covered in your monthly service fee. These fees come out of your Account at or around the time you make the transaction or get the service. Our current fees for transactions and services are available online at atb.com/accounts or in any branch.

All fees are charged in the currency of the Account.

If you owe us or any of our affiliates (like ATB Securities Inc.) any amount for any reason, then you agree that we can deduct amounts from one or more of your Accounts to repay some or all of that debt or liability. We'll also deduct, from any of your Accounts, any amount that we have paid you or credited to one of your Accounts, if we determine that an item is in any way fraudulent or has an endorsement error, or if we determine that we may

incur a loss if the payment or credit is not reversed. In any of those cases, we'll also charge for all of the costs that we incur. In deducting any of these amounts from your Account, you acknowledge that we may create an overdraft in your Account. Refer to the "Cover your butt" section for details.

Interest

Some of our Accounts pay interest, but you may need to keep a minimum amount of money in your Account to get the interest or a specific interest rate.

Interest is calculated daily and paid monthly. Interest rates change from time to time (and could even be reduced to zero per cent) and we aren't required to notify you when they change.

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

So check out atb.com/rates or visit a branch to see our current interest rates.

GICs

(aka fixed date deposits)

Interest

Interest is that amazing thing where having money earns you money! Your GIC earns interest that's calculated daily as simple interest at the interest rate that is indicated on the Certificate that you got when you purchased your GIC—unless it says something else next to “interest option” in your Certificate. The interest will be paid to you on the maturity date in your Certificate.

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

Redeeming your GIC

If you have a GIC, at some point you'll probably want to redeem it. Here's how:

Redeemable GICs:

- If your Confirmation Certificate says that your GIC is redeemable, then you can withdraw the whole amount at any time. You may also withdraw a portion of the principal amount at any time provided:
 - › the specific product type allows for partial redemptions; and
 - › the principal amount invested remains greater than or equal to the minimum investment amount.
- We'll process any withdrawal requests right away, but:
 - › For GICs that have an original term of less than one year, it could take up to 10 days for you to receive your funds; and
 - › For GICs that have an original term of one year or more, it could take up to 30 days for you to receive your funds.
- If you withdraw your redeemable GIC within the first 30 days, we won't pay interest on it.

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

Non-redeemable GICs:

- If you have a non-redeemable GIC, then you agree that you won't withdraw the funds before the maturity date.
- In certain circumstances, we may allow you to redeem your funds before your GIC's maturity date. If that happens, interest may be paid and if so, such interest will be reported to the Canada Revenue Agency as required. You will also be subject to an interest rate penalty fee and an administration fee. We'll let you know what the interest rate penalty fee and administration fees are before you confirm that you want to redeem the funds.
- You can withdraw your Springboard GIC on the anniversary date or five business days thereafter, we will pay you the full interest up to the last anniversary date.

Maturity

When you're talking about GICs, maturity means something different than what parents wish for their teenagers! When you purchase a GIC, we'll give you a few options of what to do with the money when the GIC matures—your choice is in the “maturity option” section of the Certificate. If you ask for the money to be paid by cheque or deposited into a specific account, and we can't get the money to you, then we'll either deposit the money into another ATB account (if you have one) or reinvest the funds in another GIC, at our discretion.

Income tax reporting for Springboard GICs

If you have a Springboard GIC, then the amount of interest that we report to the Canada Revenue Agency on your tax slip in a year may not be the

amount of interest that you've accrued for that year. Except in certain circumstances, the Income Tax Act requires that we do an averaging of the interest rate over the term of the GIC.

Keep track of your money

Paperless statements

Ready to save a tree? Sick of the clutter that comes with too much paper? Consider switching to paperless statements. If you decide to skip the paper and receive your monthly statements this way, then you're agreeing to receive and review your statements electronically through online banking. We may still send you a paper statement or notice on occasion, if we think there's something important you should receive in writing.

Paper statements

If you still get a thrill from seeing envelopes in your mailbox, you can select to receive paper statements. We'll mail a paper statement addressed to the first two people listed as account

holders on our records. The statement will be sent to the mailing address that we have in our records for the Account, so make sure we have the right one!

Passbooks

If you're currently receiving your Account transaction and balance information in a passbook, then you agree to come to your ATB Branch once a month to update the passbook and review that information. Since we don't offer passbooks anymore, if you agree to receive your Account information in a different way, you won't be able to go back to receiving that information on a passbook.

The really, really legal stuff

Amendments

We can change any of the terms of this Agreement at any time. If we do, we'll notify you of any changes in any one or more of the following ways: by sending you a notice (written or electronic) or by posting a notice on our public internet sites. If you conduct any transaction on your Account after the effective date of a change to this Agreement, it will mean that you agree to the change. To obtain a copy of any changes or a current version of this Agreement, please visit our site at atb.com

Processing Items

You waive presentment, protest and notice of dishonour on every Item that we receive in any way for deposit or acceptance on your Account. This means that you waive certain formal legal

requirements to make it easier for us to process any Item that we receive for your Account.

You'll be liable to us for any Item received for your Account as if it was presented, protested and given notice of dishonour in the usual way.

ATB, in its discretion, may note or protest any such Item for any reason at your expense. ATB will not, however, be liable to you for any failure or omission to note or protest any such Item.

(Whew. Sorry, that was a bit convoluted. And yes, we had to read it twice, too.)

Notices

Any notices we send you by mail will be addressed to the first two people listed as account holders on

our records and sent to the mailing address that we have in our records. When available, you can select to receive notices by electronic methods. At that time, you just have to provide your consent to the method (from those available) you want to receive the notices and you must also agree to any terms that apply in the consent.

If you need to make a change to your address or notice choice, send us a written notice, visit your ATB branch or call ATB Client Care at **1-800-332-8383**.

Inactive Accounts and unclaimed balances

When there hasn't been any activity on your Account for a year, it's considered inactive and we'll notify you if this happens. When your Account is inactive, you may have limited access to the funds in your Account. And according to the Alberta Treasury Branches Act, balances that are designated as unclaimed (which is after two years of inactivity) and not claimed within 10 years of the date that the Account is designated as unclaimed will either be paid to the Province of Alberta or retained by us. If that happens, you'll still be able to claim your money from us (we'll just need to see proof of your identity), or from Alberta Finance if we've transferred it.

- For Accounts with balances under \$250 (Canadian or equivalent), we'll keep the funds if they're not claimed within 12 years from the date of the last transaction on your Account.
- For Accounts with balances of \$250 or greater (Canadian or equivalent), the money will be sent to the Province of Alberta if it hasn't been claimed within 10 years of the date the Account is designated as unclaimed.

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

Severability

If a Court determines that any section or sections of this Agreement are not enforceable, we'll treat

that section or sections as if they weren't in the Agreement, and the rest of this Agreement will remain in effect and unaffected by the removal of the unenforceable sections.

Disputes

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

Verifying your Account

It's your responsibility to review your Account activity at least once a month. If you find an error or something seems wrong, let us know so we can look into it for you.

If you find an error and wish to dispute it, you must notify us within 60 days of the date a transaction or Item was either posted to your Account or missed. If you don't notify us within that time period, then you agree that your Account transactions and balances are conclusively accurate, regardless of whether you actually received your statement or otherwise reviewed the activity on your Account.

This means that unless you tell us otherwise, we're assuming everything is A-OK. Despite this, we may still debit your Account for any amount that was credited in error or returned to us or dishonoured.

Law that applies

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

A court in the Province of Alberta can only grant a judgment in Canadian dollars, even if the dispute is regarding your foreign currency Account. For foreign currency Accounts, if you owe us money in another currency and we obtain a judgment against you in an Alberta court, the judgment

will be in Canadian dollars. The judge will use an exchange rate in place on the date of the judgment to determine the amount due to us in Canadian dollars.

If on the date you pay us, the amount of the judgment is no longer equivalent to the amount you owe us in the foreign currency because the exchange rate has changed, you promise to pay us the difference.

Headings

We have inserted headings into this Agreement as a reference and for your convenience. They're not part of this Agreement and don't form part of the terms and conditions in this Agreement. They're just to make reading the agreement easier (and sometimes more fun!).

Ending this Agreement

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

Assignment

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

Limitation of liability

We'll also not be liable to you for other damages or losses, unless caused by our negligence, includes damages or losses you incur because we acted on your instructions, or on instructions that appeared

to be from you, or because we didn't act on your instructions because we thought they were improper, unlawful, fraudulent or mistaken. or for any reason beyond our control.

Under no circumstances will we be liable to you for any indirect, special, consequential, exemplary or punitive damages or losses in connection with your Accounts or in relation to any service that we provide to you, and whether or not your claim is made under this Agreement or otherwise. This will apply even if we knew such damage or loss was possible or even likely to occur, and even if it was caused by our negligence.

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

Reserving our rights and not waiving our rights

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

Outstanding debts and legal costs

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

Service of documents and demands for information

If we receive any lawful demand related to your Account, whether for money from your Account or for information in relation to you or your Account, then we'll comply with that demand. We'll deduct from your Account any costs that we incur in complying with the demand.

Use of agents

When we provide you with any service, including processing any transaction on your Account, you acknowledge that we may use a service provider or agent to help us. This might include clearing

cheques, making payments to various accounts or third parties or any other service that we have agreed to provide to you under this Agreement. The service provider or agent is not liable to you directly.

Feedback

We're all ears

We always welcome your feedback. You can share your thoughts, your ideas and even your gripes in person at our branches, online at atb.com/feedback or through ATB Client Care at **1-800-332-8383**. On that web page, you'll also find information on our client complaint and resolution policy.

Congrats! You made it all the way to the end. It wasn't that bad, was it?

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