



## ATB PERSONAL TERMS AND CONDITIONS

These ATB Personal Terms and Conditions, as amended from time to time (**Agreement**), apply to your use of certain services made available by ATB through online platforms (collectively, the **Services**). **ATB Personal** refers to the functionality through which the Services may be accessed online using: (i) your computer, laptop, or similar devices (a **Device**); or (ii) a mobile phone, tablet, watch, wearable device, or similar mobile devices (a **Mobile Device**), where such Device or Mobile Device supports, and ATB allows, access to the Services. This Agreement replaces any and all prior agreements between you and ATB regarding your use of the Services through ATB Personal or any prior versions of such online platforms.

### A. Interpretation

1. The terms defined in Section W Definitions and Interpretation and elsewhere under this Agreement have the meanings given herein for the purposes of this Agreement.
2. If there is any conflict between this Agreement and any other agreement you may have with ATB in relation to a product or service offered by ATB (collectively, the Other Agreements), then unless otherwise indicated in this Agreement, the terms and conditions of the Other Agreements shall apply to the extent of the inconsistency. This Agreement does not replace any of the Other Agreements.

### B. Services - General

1. To access the Services via ATB Personal, you must use your Credentials. You may also be required to enter a Passcode that is sent to you via email, voicemail or SMS text.
2. You agree that ATB may act upon any instructions provided to us through ATB Personal when your Credentials have been used to access ATB Personal, whether or not it is you who accessed ATB Personal. You agree that electronic display pages accessed by entering your Credentials constitute written documents and that clicking or otherwise electronically activating “OK”, “submit”, “continue”, “approve”, or similar areas of such pages shall have the same legal effect as if you had signed by hand and delivered hard copy versions of such pages to ATB with intent to be legally bound by their contents. You agree that once such instructions are provided, ATB shall have no obligation to reverse them, and shall not be liable in any way for accepting and acting on such instructions.
3. You agree that neither ATB Personal or the Services will be used for illegal or fraudulent purposes or for purposes which could affect the security or integrity of ATB Personal, the Services or any other ATB systems, hardware or software.
4. ATB reserves the right to deny access to ATB Personal, your Accounts, or some or all of the Services under certain circumstances, including, without limitation:
  - i. if any of your assets are attached or assigned by a legal order;



- ii. if in the judgment of ATB any activity on any of your Accounts, or your use of ATB Personal, or any one or more of the Services, is for illegal or fraudulent purposes;
- iii. if in the judgment of ATB access to your Accounts is being performed fraudulently or without your consent;
- iv. if you are in arrears in any obligation to ATB including loan payments, service charges, etc.; or
- v. if access to ATB Personal and/or the Services is being used to attempt to obtain unauthorized access to ATB systems, hardware or software, or for fraudulent or illegal purposes.

If you request reinstatement of access to an Account, ATB Personal, or any Services, ATB may require that you take certain steps, including (but not limited to) updating security software on your Device and/or a Mobile Device, before ATB may permit access.

5. ATB reserves the right, in its sole discretion, to decline to act on any instruction, either in whole or part, when:

- i. the instruction or request is:
  - a. unclear or suspicious;
  - b. provided with unsatisfactory verification of identity;
  - c. not in accordance with the terms of this Agreement or any Other Agreements dealing with the operation of the Accounts or Services;
- ii. monies in any Account are subject to a hold;
- iii. there is not enough available funds in any Account (or available overdraft protection) or credit to cover the instruction or request;
- iv. the instruction or request would violate any applicable law, rule or ATB's policies or procedures; or
- v. ATB has reason to believe that such instruction or request is not authorized by you.

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

6. Some Services, functionality, content or information (including notices, legal terms and statements) available through ATB Personal may be available only through a Device, and not through a Mobile Device.



7. Access to ATB Personal through a Device and/or a Mobile Device may not be available from certain locations outside Canada.
8. ATB may, in its discretion and without prior notice, refuse a request for authorization of any transaction and may notify third parties of such refusal as it deems necessary. ATB may refuse to honour any payment and/or funds transfer request if there are insufficient funds in your Account or ATB may create or increase an overdraft to your Account according to the applicable Other Agreements.
9. You agree to pay the fees that are applicable to your use of the Services. You agree that, if applicable, we may deduct the fees from any account you have with us at the same time as they are incurred.
10. In consideration of ATB agreeing to provide you with the Services, you agree to indemnify ATB against any loss which ATB may suffer, including legal costs, and hold ATB harmless from all claims against ATB or any of its directors, officers or employees, by reason of or arising from this Agreement or the use of the Services.

### **C. Funds Transfer Service**

1. If you use our funds transfer service, you may, if ATB permits, make a funds transfer to another account at ATB or to another Canadian financial institution. Upon your verification of the details of the transfer, as required by ATB, ATB will immediately withdraw the funds from the Account you designate. We will make reasonable efforts to send the funds for transfer by the end of that business day if the instructions are received by us during the business day, or by the end of the next business day if we receive the instructions outside of business hours. You agree that we are not responsible and shall not be liable in any way for any loss or costs you may suffer, directly or indirectly, as a result of any errors in the account or other transfer details that you provide us. You also acknowledge that we cannot control when another financial institution will credit the account of the intended recipient of the funds. You also acknowledge that ATB cannot cancel any transfer of funds once the transfer has been sent. If the account details that you provide us are invalid, then the transfer amount will be returned and deposited into your Account or any other account you have with us.
2. If you transfer funds between any of the Canadian and US dollar Accounts that you have with us, we will advise you of the exchange rate and the US or Canadian dollar equivalent (as applicable) of the amount being transferred. By verifying the transaction details immediately when prompted, you are confirming that you agree both to the exchange rate indicated and to the funds being transferred. You acknowledge that the rate quoted at any time is available for a limited time only and we cannot guarantee that the rate will be available when you verify the transaction or for any further transfer or purchase or sale of currency (whether of cash, cheque or draft). You also acknowledge that the rates we charge for buying US Dollars from you and selling US Dollars to you may be different. As a result, the rate we charge you to transfer funds back or to reverse any transfer, even if on the same day, may be different.
3. Without limiting any other provision of this Agreement, ATB will incur no liability if it does not complete a requested funds transfer, if your 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, if applicable, and ATB 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.

#### **D. Electronic Bill Payments**

1. You may give instructions to ATB to pay bills to those companies for which ATB accepts payment.
2. If your instructions for a bill payment are received by us by 7:59 p.m. Mountain Time, we will process the bill payment on the same day and will make reasonable efforts to provide the bill payment company (or bill payment company's designate) with payment on the following business day (Saturdays, Sundays and holidays on which ATB bill payment units are closed, are not considered business days). As different bill payment companies have different payment requirements, it is your responsibility to know what your bill payment company's requirements are and to make payments accordingly. ATB will not be responsible or liable in any way for any late payment penalties, fees, or interest imposed by your bill payment company under any circumstances including, but not limited to: i) delays in crediting payments which are as a result of the bill payment company's procedures; ii) your failure to follow the bill payment company's payment requirements; or iii) your failure to schedule a date to remit funds sufficiently in advance of the date a bill payment is due. Without limiting any other provisions in this Agreement, ATB will incur no liability if the bill payment cannot be completed for any reason, including if your Account does not have sufficient available funds to complete the payment, the payment would exceed the credit limit of the designated Account's overdraft, if applicable, 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 ATB's control (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).
3. ATB is not a party to any arrangements between you and the bill payment companies designated by you on the registration form completed in-branch, via telephone or online through ATB Personal. You must therefore settle all disputes directly with the bill payment company, including any issues relating to your rights to compensation or any off-setting rights (set-off).

#### **E. Interac e-Transfer®**

1. Terms and conditions in this section E 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 section E and the remaining terms of this Agreement, this section E will prevail.
2. **Sending *Interac* e-Transfer Transactions.** If you use the *Interac* e-Transfer to send an *Interac* e-Transfer Transaction, you are responsible for:



- i. providing a valid email address or mobile number for the intended Recipient;
  - ii. ensuring that the Recipient has consented to your providing and our using the contact information of the Recipient for the purposes of sending funds via *Interac* e-Transfer to the Recipient;
  - iii. notifying us promptly of any change to the contact information of the Recipient; and
  - iv. confirming the accuracy of the *Interac* e-Transfer amount.
3. When you initiate an *Interac* e-Transfer Transaction as a Sender:
  - i. We will withdraw the applicable amount from your Account and send a notice to the Recipient at the email address or mobile number that you designate. The notice will indicate:
    - a. that you are the Sender and disclose your email address or mobile number, as applicable;
    - b. the *Interac* e-Transfer amount;
    - c. the name of the Recipient; and
    - d. that you are using the *Interac* e-Transfer Service.
  - ii. Some *Interac* e-Transfer Transactions will require you to 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. You agree to create an effective *Interac* e-Transfer Question that is known only to you and the Recipient, and not to use email, text messages 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 explained below in sections 18 and 27, 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.
4. 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 we receive notification that:
  - i. the Recipient has correctly answered the *Interac* e-Transfer Question;
  - ii. you cancel and reclaim the *Interac* e-Transfer funds; or



- iii. the *Interac* e-Transfer Transaction expires.
5. The Recipient of the funds via *Interac* e-Transfer may claim or decline the *Interac* e-Transfer Transaction through ATB Personal, the online banking service of another Canadian financial institution, or through the Interac Corp. payment service. There may be a fee charged by the other financial institution or by Interac Corp.
6. In order to claim or decline the funds via *Interac* e-Transfer, the Recipient must correctly answer the *Interac* e-Transfer Question posed to them (if applicable). The Recipient will have 30 calendar days to claim or decline the *Interac* e-Transfer Transaction (or such other time period as designated by the other financial institution or Interac Corp.), after which the *Interac* e-Transfer Transaction will expire. The Sender 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 Sender cancels the *Interac* e-Transfer Transaction, even if they have already received the email notification.
7. If the *Interac* e-Transfer Transaction you sent is cancelled, declined or has expired, then the *Interac* e-Transfer amount will be returned and deposited into your Account or any other account you have with us.
8. You agree that ATB and any other Participating Financial Institution and Interac Corp., may accept and act upon any instructions provided through *Interac* e-Transfer, whether or not the person is the intended Recipient. You shall bear sole responsibility for the accuracy of any *Interac* e-Transfer transactions.
9. Access limits, including the amount of money that may be sent or received via *Interac* e-Transfer may be set by us or by a third party.
10. **Receiving *Interac* e-Transfer Transactions by Email or Mobile Number.** You may receive an *Interac* e-Transfer Transaction sent to you by a Sender through the *Interac* e-Transfer Service via a designated email address or mobile number.
11. When an *Interac* e-Transfer Transaction is sent to you by a Sender, you will receive an email to your designated email address or SMS text message to your mobile number which will indicate:
- i. the Sender of the *Interac* e-Transfer Transaction;
  - ii. the *Interac* e-Transfer Transaction amount;
  - iii. your name as the Recipient; and
  - iv. the Sender is using the *Interac* e-Transfer Service.
12. You will have 30 calendar days to accept an *Interac* e-Transfer Transaction through the *Interac* e-Transfer Service (or such other time period as the Sender's financial institution or Interac Corp. may designate), or else the *Interac* e-Transfer Transaction will expire. In order to accept an *Interac* e-Transfer Transaction sent to you



by a Sender, you must correctly answer the *Interac* e-Transfer Question posed to you by the Sender within 2 attempts (or such other number of attempts as we or Interac Corp. may designate), or else the *Interac* e-Transfer Transaction will fail. However, if you have requested the *Interac* e-Transfer Transaction through the Request Money Service or if you are subscribed to the Autodeposit Service (both of which are more fully explained below), you will not be required to answer an *Interac* e-Transfer Question and the funds will automatically be deposited into your Designated Account.

13. When an *Interac* e-Transfer Transaction is sent to you by a Sender, the amount of the *Interac* e-Transfer Transaction will be held until:

- i. the Sender receives notification that you have correctly responded to the Sender's *Interac* e-Transfer Question;
- ii. the Sender cancels the *Interac* e-Transfer Transaction;
- iii. the *Interac* e-Transfer Transaction expires; or
- iv. the Sender receives notification that you did not correctly answer the *Interac* e-Transfer Question.

14. **Receiving *Interac* e-Transfer Transactions by Account Number.** You may receive an *Interac* e-Transfer Transaction sent to you by a Sender through the Interac e-Transfer Service via an account number (**Account Number Routed Transaction**).

15. Funds via an Account Number Routed Transaction will automatically be deposited into your Designated Account. An Account Number Routed Transaction cannot be cancelled or declined and will not expire once it has been sent.

16. If you would like to receive funds via an Account Number Routed Transaction, you are responsible for providing to the Sender your:

- i. correct account number, and financial institution and branch numbers for your Designated Account; and
- ii. a valid email address, mobile number or other permitted contact information for purposes of receiving notice of the Account Number Routed Transaction.

17. You will receive notice of an Account Number Routed Transaction only if the Sender provides your contact information in the Account Number Routed Transaction for the purposes of sending you with such notice.

18. **Request Money Service.** The Request Money Service is only available if the financial institutions of both the Sender and Recipient are Participating Financial Institutions.

19. If you use the Request Money Service, you are responsible for:





- i. providing a valid email address or mobile number for the intended Sender;
- ii. ensuring that the Sender has consented to your providing and our using the contact information of the Sender for the purposes of the Request Money;
- iii. notifying us promptly of any change to any permitted contact information of the Sender; and
- iv. confirming the accuracy of the amount of the Request Money.

20. When you initiate a Request Money, we will send a notice to the intended Sender at the email address or mobile number that you designate. The notice will indicate:

- i. that you are the Recipient and disclose your email address or mobile number, as applicable;
- ii. the amount of the Request Money;
- iii. the name of the Sender; and
- iv. that you are using the Request Money Service.

21. The Sender may accept, decline or block the Request Money through ATB Personal, the online banking service of another Canadian financial institution, or through Interac Corp. There may be a fee charged by the other financial institution or by Interac Corp.

22. The Sender will have 30 calendar days to accept, decline or block the Request Money (or such other time period as we designate), after which the Request Money will expire. You may cancel a Request Money up to the time the Request Money is accepted, declined or blocked. Once you cancel the Request Money, the Sender may not respond to the Request Money even if the Sender has already received the email notification.

23. If the Sender accepts the Request Money, the *Interac* e-Transfer amount will automatically be deposited into your Designated Account. The Sender cannot cancel the *Interac* e-Transfer Transaction once they have accepted the Request Money and sent the funds.

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

25. If you have blocked Request Money notifications and would like to make changes to your preferences, you may do so through the *Interac* e-Transfer Service or ATB Personal, as applicable.





26. Access limits, including the amount of money that may be sent or received via Request Money and the number of Request Money transactions that may be outstanding at any point in time may be set or amended by us or by a third party at any time.

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

28. If you use the Autodeposit Service, you are responsible for:

- i. registering your valid email address or mobile number;
- ii. selecting a Designated Account for each registered email address or mobile number; and
- iii. notifying us promptly of any change to your contact information.

29. Once registered, all funds received via *Interac* e-Transfer will automatically be deposited into your Designated Account.

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

31. Registration guidelines, including the number of email addresses or mobile numbers that may be registered and which Account is eligible to be selected as a Designated Account, may be set by us or by a third party.

32. **Intercepted Transactions.** If you initiate an *Interac* e-Transfer Transaction or respond to a Request for Money, and the funds do not reach the intended Recipient, provided you did not participate in the Wrongful Activity, and the applicable conditions set out below are satisfied, you will be reimbursed the amount of the *Interac* e-Transfer Transaction or the Request Money, as applicable:

- i. for *Interac* e-Transfer Transactions with an *Interac* e-Transfer Question:
  - a. you did not use email, text messages 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; and
  - b. the intended Recipient treated the *Interac* e-Transfer Question and answer to the *Interac* e-Transfer Question in the strictest confidence and did not share, disclose, distribute, or otherwise make available or known to any other person or be obtainable by any other person the *Interac* e-Transfer Question and answer to the *Interac* e-Transfer Question;
- ii. for *Interac* e-Transfer Transactions through the Autodeposit Service:



- a. your email account or mobile number has been compromised and your legal name or trade name is the same as or similar to the legal name or trade name used by the bad actor;
- iii. for Request Money transactions:
  - a. your legal name or trade name is the same as or similar to the legal name or trade name used by the bad actor and the bad actor has requested funds from a legitimate Sender by mimicking or imitating your email or mobile number;
- iv. you have complied with the terms and conditions set out in this Section E; and
- v. you fully cooperate with ATB in any investigation that ATB may commence.

33. **Message Content.** ATB will not examine any optional message or information accompanying any *Interac* e-Transfer Transaction, including Remittance Data, and ATB will not have any responsibility for the contents of any such messages or information. Communication should not be addressed to ATB, any other financial institution, or Interac Corp., using the optional message.

34. You are responsible for the contents of any messages or information sent or received using the *Interac* e-Transfer Service, and you are prohibited from sending or receiving a message or information that contains Malicious Content.

35. If Interac Corp. reasonably believes, in its sole discretion, that any Malicious Content is being transmitted in any optional message or information accompanying any *Interac* e-Transfer Transaction, including Remittance Data, then Interac Corp. may elect to: i) remove all or a portion of any such optional message or information, including Remittance Data, from the *Interac* e-Transfer Transaction before processing it; or ii) not process the *Interac* e-Transfer Transaction altogether.

36. If ATB is informed of or is otherwise made aware of Malicious Content in any optional message or information accompanying any *Interac* e-Transfer Transaction, including Remittance Data, we may notify Interac Corp., subject to applicable laws.

37. You discharge and release ATB from, and will indemnify and hold ATB harmless for, any claims, proceedings, damages, costs, expenses, liabilities and sanctions arising in connection with *Interac* e-Transfer, including as a result of any messages or information sent or received using *Interac* e-Transfer, including if Malicious Content was transmitted in any Remittance Data.

38. **Fees.** You agree to pay ATB's fees for the *Interac* e-Transfer Service in accordance with the fee arrangement established by ATB from time to time and in accordance with the provisions of this Agreement.

## F. Global Transfer



1. Terms and conditions in this section F Global Transfer apply only to the Global Transfer Service and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this section F and the remaining terms of this Agreement, this section F will prevail to the extent of the inconsistency.
2. Global Transfer allows you to send funds from your Account to be deposited directly into the Recipient's account (**Recipient Account**). You agree to follow procedures and instructions for use of Global Transfer that we may establish from time to time.
3. For a current list of the countries and currencies, please visit our website, [atb.com](https://atb.com)
4. Global Transfers to certain countries are completed through wire service and are subject to standard wire service fees of Intermediaries. Intermediaries will deduct the wire service fees (Wire Fee) from the Global Transfer amount. Intermediary means any person receiving or handling funds for ATB or the Recipient including other financial institutions (including the Recipient Fi), payment networks and their respective agents and service providers.
5. There is a fee to send a Global Transfer (**Global Transfer Fee**). The Global Transfer Fee:
  - i. is payable when you send a Global Transfer;
  - ii. will be shown when you send a Global Transfer;
  - iii. is non-refundable; and
  - iv. may change from time to time.
6. Additional fees (for example, the Wire Fee, if applicable) and/or taxes may be deducted from the Global Transfer amount by the intermediary. ATB is not responsible and shall not be liable for any Global Transfer fees and/or deductions that may apply.
7. You may make a Global Transfer for a set limit that we establish from time to time without incurring the Global Transfer Fee (such transfer, a **Test Global Transfer**). The Test Global Transfer may be made only once to a designated Recipient Account. However, if the Recipient has multiple accounts, the Test Global Transfer may be made to each Recipient Account, but only once for each Recipient Account. If you exceed the set limit for the Test Global Transfer, or make a Test Global Transfer more than once to a Recipient Account, such transfers will incur the Global Transfer Fee.
8. A Test Global Transfer is not available for certain countries. For a current list of these countries, please visit [atb.com](https://atb.com)
9. With the exception of the Global Transfer Fee contemplated in section F.5 above, any reference to Global Transfer includes a Test Global Transfer. For example, if you:



- i. cancel a Test Global Transfer in accordance with section F.13.i;
    - ii. recall a Test Global Transfer in accordance with section F.13.ii.; or
    - iii. if the Recipient Fi rejects the Test Global Transfer as set out in section F.14 you will incur the applicable fees associated with these services. We cannot guarantee the Test Global Transfer amount that may be refunded, if at all.
  10. Prior to submitting a Global Transfer, you may obtain a quote of the estimated Global Transfer amount being transferred.
  11. Upon your verification of the details of the Global Transfer, as required by ATB, ATB will immediately withdraw the funds from the Account you designate. You are responsible for ensuring that all information relating to the Recipient, the Recipient Account, and the financial institution you have indicated at which the Recipient should receive the Global Transfer (**Recipient FI**) that we or an intermediary may require, is correct (**Recipient Information**). Neither ATB nor any intermediary is responsible to verify the accuracy of any information you provide, and ATB and the Recipient Fi may rely solely on an account number or identifying number to complete the Global Transfer. You are responsible to update the Recipient information if it changes. You agree that we are not responsible, and we shall not be liable, for any loss or costs you may suffer as a result of any errors in the Recipient information or other details for the Global Transfer that you provide us.
  12. if you request that the Global Transfer be made in a currency other than that of your Account (**Recipient Currency**), before you submit the Global Transfer, you will see:
    - i. our rate of exchange, which is based on current market rates, established at the time the funds are converted, and includes a Spread (Exchange Rate); and
    - ii. the amount of the funds that will be withdrawn from your Account, which will include the Global Transfer Fee (if applicable), in the currency of the Account.
- By verifying the Global Transfer details when prompted, you are confirming that you agree both to the Exchange Rate and to the funds being transferred. You acknowledge that the Exchange Rate quoted at any time is available for a limited time only. If you do not submit the Global Transfer within this limited time, the Global Transfer will timeout and you will be required to re-enter the Global Transfer details. **Spread** is the difference between the prices we bid to buy and offer to sell foreign currency. We derive income from the Spread. Our Spreads may differ from time to time across currencies and can widen (without prior notice) due to volatile market conditions, for example.
13. Once you submit a Global Transfer, and the funds have been withdrawn from your Account, you may call us at 1-800-332-8383 to cancel or recall the Global Transfer, as follows:



- i. there is a limited time during which a cancellation may be attempted. If the Global Transfer is cancelled, we will return the Global Transfer amount to your Account, except if the amount was transferred by us and it is not refunded to us, in which case we are not liable to refund any amount to you. We will charge a fee to cancel the Global Transfer, which is charged directly to your Account at the time of cancellation; or
- ii. if the Global Transfer cannot be cancelled, then you may request a recall of the Global Transfer. ATB will make every reasonable effort to recall the Global Transfer. If the Global Transfer is recalled, we cannot guarantee the Global Transfer amount that may be refunded, if at all. The Intermediary may charge a fee and/or other costs may be deducted from the funds prior to returning the funds. We will charge a fee to recall the Global Transfer, which is charged directly to your Account at the time of recall. We are not liable to refund you any amount which was not refunded to us.

Whether the Global Transfer is cancelled in accordance with section F.13.i or recalled in accordance with section F.13.ii, any applicable Global Transfer Fee which has been charged will not be refunded.

14. If the Recipient FI rejects the Global Transfer (for example, due to errors in the Recipient Information or other details for the Global Transfer that you provide), then the Global Transfer amount will be returned and deposited into your Account. The Intermediary will convert the Global Transfer amount into your Account's currency at their rate of exchange prior to our receipt of the funds for deposit into your Account. We will charge a fee to return the Global Transfer, which is charged directly to your Account at the time of the return. The Recipient FI may also charge a fee for rejecting the Global Transfer, which fee the Recipient FI may deduct from the funds prior to returning the funds. We are not liable to refund you any amount which was not refunded to us.

15. We may establish limits on the dollar amount of funds you may send through a Global Transfer. If you attempt to make a Global Transfer in excess of these limits, your Global Transfer will be declined.

16. We make no representations or warranties on the timing of delivery of the Global Transfer to the Recipient and we are not liable for any delay or failure of delivery of the Global Transfer to the Recipient.

17. No interest will be paid on funds in transit.

18. We may engage Intermediaries selected in our complete discretion to make the Global Transfer.

19. You may make a Global Transfer 7 days a week. However, you agree that the Global Transfer will be subject to Settlement Rules and Applicable Laws, and that ATB and/or any Intermediaries may take any steps they consider necessary to comply with the Settlement Rules or Applicable Laws. For example, though you may submit a Global Transfer on a Saturday, in accordance with Settlement Rules, the Global Transfer will be delivered on a business day. **Applicable Laws** means laws, regulations, orders,



guidelines or directives of foreign or domestic governmental authorities or regulatory bodies that apply to ATB or the Intermediaries, whether or not these have the force of law, or change from time to time. **Settlement Rules** means the rules, procedures, internal policies, standards or bylaws used by Intermediaries or ATB, or to which Intermediaries or ATB may be subject, and which may change from time to time.

20. To comply with the Settlement Rules or Applicable Laws, ATB or an Intermediary may disclose Personal Information about you and the Recipient to an Intermediary or to a foreign or domestic government authority or regulatory body to complete the Global Transfer. Personal Information may include name, address, date of birth, and other information reasonably required to use the Global Transfer Service. On behalf of you and the Recipient, you:

- i. consent to such disclosure; and
- ii. acknowledge that the Personal Information may be accessed by foreign or domestic authorities or regulatory bodies as a result.

You confirm that you have the authority to make such consent and acknowledgements on behalf of the Recipient. ATB will collect, use and disclose your Personal Information in accordance with Section U – Privacy below.

21. We may suspend or cancel your ability to use the Global Transfer Service or decline to complete the Global Transfer for any reason without notifying you in advance.

#### **G. ATB TrackIt**

1. ATB TrackIt Service allows you to view transaction and balance information from accounts that you have with other financial service providers (**Non-ATB Accounts**) in ATB Personal and through other Apps. That Non-ATB Account information will, together with Account information, then be consolidated, organized and presented to you.

2. You must input the login and password information for each Non-ATB Account that you want to display (**Log-in Details**). The Log-in Details will be stored in encrypted form and used for the purpose of accessing your Non-ATB Account information from the applicable financial service providers. If you change the Log-in Details for any of your Non-ATB Accounts, you must update that information with us in order for you to access that information through the ATB TrackIt Service.

3. You authorize ATB and its third party service provider(s) to access the Non-ATB Account information that you select to be displayed in ATB Personal, including by accessing the online system of your other financial service provider(s) and inputting your Log-in Details in order to register, access, retrieve and download the Non-ATB Account information. You may terminate the collection of any of your Non-ATB Account information by removing the applicable Non-ATB Account from display in the ATB TrackIt Service.

4. We are not responsible for the Non-ATB Account information as that information is supplied to us through your other financial service provider(s), nor are





we responsible for the timeliness, accuracy or completeness of that information. The Non-ATB Account information is still subject to the terms and conditions of your other financial service providers and accessing the Non-ATB Account information through ATB Personal does not relieve you of any obligation under such terms and conditions. Your other financial service providers may not have consented to you providing us with Log-in Details or providing access to the Non-ATB Account information. It is your responsibility to ensure that you review the terms and conditions that are applicable to your Non-ATB Accounts to understand the consequences (if any) of such access.

5. Not all accounts from all financial service providers may be available in the ATB TrackIt Service and we can change which accounts and which financial service providers are available to be viewed through the ATB TrackIt Service at any time.

6. By providing Account information, other Non-ATB Account information, data, Log-in Details, materials or other content (collectively, **Information**) to or through ATB Personal, including the ATB TrackIt Service, you are licensing that Information to us. We may use, modify, display, distribute and create new materials using the Information in order to provide the Services to you, and will own all intellectual property and related rights in any such modifications, new materials and other creations. By submitting any such Information to us, you are agreeing that the owner of the Information has agreed that we may use that Information for the purposes set out above without any time restriction, without the payment of any fees, and without any other limitations or requirements other than as set out herein.

## H. Alerts and Notifications

1. If you select to receive electronic alerts or notifications through ATB Personal (**Alerts or Notifications**), we will send the selected Alerts or Notifications via the method selected by you, which could include email, in-app message, push notification or SMS notification. We may not confirm whether the contact details you provided are correct or whether you receive the Alerts or Notifications. The Alerts or Notifications may not be sent in real time and you should not rely upon the accuracy of any Alert or Notification without further verification.

We cannot guarantee the privacy or security of the Alerts or Notifications being sent. In addition to Section N Limitation of Liability, you agree that we are not liable if any of the Alerts or Notifications that are sent are intercepted or accessed by someone else, or if the privacy or security of the information contained within any Alert or Notification is compromised. We are also not liable for any losses arising out of your use of or inability to use the Alerts or Notifications, or if the Alerts or Notifications we send to you are delayed or not delivered due to factors beyond our reasonable control, even if receiving the Alert or Notification could have prevented the funds from being withdrawn from your Account. You may cancel optional Alerts or Notifications at any time in accordance with the instructions available on ATB Personal. If we are required by law to provide you with certain Alerts or Notifications, then you may not opt in or out of these.

2. When you use ATB Personal, you will automatically have access to in-App Alerts or Notifications if certain transactions from your Account fail. For example, if a scheduled





transaction such as a bill payment or transfer that you request from your Account fails, when you log into ATB Personal, an Alert or Notification will alert you to the failed transaction and it will also allow you to access the notification centre for more details, including the ability to easily re-initiate the transaction.

## **I. Online Product Acquisition**

1. The terms in this section I apply to applications for ATB (and our affiliates') products and services on our website, [atb.com](https://atb.com). You can use your Username and Password to access [atb.com](https://atb.com) and apply for ATB (and our affiliates') products and services. Additional terms and conditions and agreements will apply for various products and services.
2. If you apply for a product from us that has credit features (including an ATB Mastercard® or a chequing account with release limits), you agree that ATB may share your personal and credit information with credit-reporting agencies and may also obtain credit reports and other information about you from such agencies. ATB will collect, use and disclose your Personal Information in accordance with Section U – Privacy below.
3. When you go through the application process:
  - i. you agree that we can use your personal information to pre-populate any fields in the application process; and
  - ii. we will ask you for an email address. We will use that email address to send you status updates and change confirmations regarding your application. You can change that email address with us by contacting us, and it will be updated in our records once it is inputted into our systems.
4. When you submit an application, you agree that we can use the Signature Card for your Account for these new products and services.

## **J. Software License**

1. If you download an App to access ATB Personal then:
  - i. ATB grants to you a limited, revocable, non-sublicensable, non-exclusive and non-transferable license in Canada to the App in object code only and solely for the purpose of accessing ATB Personal and/or the functionality, features, content and information that we offer to you through ATB Personal from time to time;
  - ii. We reserve all of the rights in and to each App and you obtain no ownership rights whatsoever, other than this license to use the App, and to the extent you obtain any rights you agree to assign and do hereby assign all such rights (including, without limitation, intellectual property rights) and waive all non-assignable rights relating thereto;



- iii. ATB accepts no responsibility or liability whatsoever for your use of the App and will not be responsible under any circumstances for any damage or loss that you may suffer from using or downloading the App whether under this Agreement or otherwise, and irrespective of whether such damage or loss is foreseeable; and
- iv. We may cancel the terms and the license to the App at any time on notice to you. If we do that, then you will immediately delete all copies of the App and any documentation and other materials in relation to it that is in your possession.

2. Your right to use ATB Personal, any App, or any other service, materials, functionality or intellectual property related thereto (collectively our **Intellectual Property**) is personal to you and not transferable. You may not:

- i. copy, reproduce, modify, promote, improve, distribute or create derivative works of our Intellectual Property, or any portion thereof;
- ii. reverse engineer, decompile, alter, modify disassemble or otherwise attempt to derive source code or other non-public materials utilized in, or relating to, our Intellectual Property or any third party applications or materials incorporated into or associated with our Intellectual Property;
- iii. sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of our Intellectual Property, or any portion thereof;
- iv. distribute or provide copies of our Intellectual Property, or any portion thereof to third parties;
- v. resell our Intellectual Property or any rights relating thereto;
- vi. use our Intellectual Property to provide services to any third parties; or
- vii. use our Intellectual Property as a platform for designing and creating a competing product or service.

## K. Deposit a Cheque

1. Terms and conditions in this section K Deposit a Cheque apply only to the Deposit a Cheque Service and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this section K and the remaining terms of this Agreement, this section K will prevail to the extent of the conflict.

2. Deposit a Cheque allows you to make deposits to your eligible Accounts by taking a picture of the front and back of eligible Items (**Images**) with an eligible Mobile Device and delivering the Images and associated deposit information to us. You agree to follow procedures and instructions for use of Deposit a Cheque that we may establish from time to time.



3. We appoint you as our agent to act on our behalf in the creation and submission of Images to us. You accept this appointment and may not further delegate the role as agent.

4. In order to use Deposit a Cheque, you will need to meet certain eligibility requirements set by us from time to time (**Eligibility Requirements**). For example, only certain customers, items, Accounts and Mobile Devices qualify for Deposit a Cheque. For more information on Eligibility Requirements, please see our website, [atb.com](https://atb.com).

5. Subject to Eligibility Requirements, you may use Deposit a Cheque to deposit any of the following original paper items payable in Canadian funds and issued by a Canadian financial institution, the Government of Canada, or the Government of Alberta:

- i. cheques (including certified cheques);
- ii. Mastercard cheques and credit card balance transfer cheques;
- iii. travellers cheques;
- iv. money orders (including Canada Post money orders);
- v. bank drafts;
- vi. non-MICR (magnetic ink character recognition) ink cheques; or
- vii. any other item that we choose to make eligible for Deposit a Cheque from time to time, (each an **Item**).

6. Subject to Eligibility Requirements, you agree that:

- i. You will only deposit eligible Items endorsed as per section K.7 into an eligible Canadian dollar Account that are payable to you. If you are depositing the Item to a joint account, you may deposit the Item if the Item is made payable to you and/or your joint account holder in accordance with your Account. We will not accept an Item that is payable to someone else and endorsed over to you.
- ii. You will not deposit Items:
  - a. which have already been cashed or deposited (whether through Deposit a Cheque, a remote deposit capture service offered at any other financial institution, or any other means);
  - b. which have been altered on the front, are marked or are in any way illegible, or which you know or suspect, or should know or suspect, are fraudulent, illegal, forged, counterfeited or consist of proceeds of crime;



- c. which are post dated or dated more than 6 months prior to the date of deposit;
  - d. on which a stop payment order has been issued or for which there are insufficient funds; or
  - e. payable in foreign currency.
- iii. Images must include an image of the front and back of the original Item and not an image of a photocopy, PDF, or other printout of the Item;
  - iv. Any information you provide to us about the Item is accurate and true, and will match the information contained in the Images;
  - v. You will not re-deposit or re-present the Item after it has been deposited through Deposit a Cheque;
  - vi. You will take all necessary precautions to prevent any other person from using Deposit a Cheque to deposit Items to your Account; and
  - vii. You will comply with this section K and all applicable rules, laws and regulations.

7. Before you submit Images through Deposit a Cheque, you will sign your name and write on the back of the Item "For deposit only, account # ". Immediately after you deposit an Item through Deposit a Cheque, you agree to mark the front of the Item as "paid" or "void" or otherwise indicate that the Item has been imaged and deposited.

8. You agree that you will keep the Item in a safe and secure place for 5 business days following the date of deposit and will promptly send the Item to us upon our request. Upon the expiry of the 5 business days, you agree that you will promptly destroy the Item.

9. We reserve the right to reject any Item deposited through Deposit a Cheque, at our discretion. An Item may be returned to us by the paying financial institution because, among other reasons, the paying financial institution determines that the Item cannot be processed, is illegible, or is otherwise unacceptable. We are not responsible for Items we do not receive or for Images that are corrupted or not fully received. We may charge back to your Account at any time, any Item that we subsequently determine was not eligible for deposit. If the deposit amount does not match the amount of the Image, we may adjust your Account to reflect the amount on the Image received. You agree that we are not liable for any loss, costs, expenses, or fees you may incur as a result of any charge back or adjustment. You are responsible for any and all costs associated with obtaining a replacement Item in the event that we request you re-submit an Image, and the original Item was destroyed or otherwise lost. If you do not comply with such a request made pursuant to this section K.9, then we may place a hold on or reverse any credit made to your Account in relation to the Item, even if this creates an overdraft on your Account.



10. You may access Deposit a Cheque 7 days a week. If we receive the Image by 8:00 p.m. Mountain Time, we will consider that day to be the deposit date (**Deposit Date**). If we receive the Image after 8:00 p.m. Mountain Time, we will consider the next day to be the Deposit Date.
11. When you make a deposit through Deposit a Cheque, the funds will be credited to your Account on the Deposit Date, but availability and access to the funds will be subject to our hold policy and your access to funds limit. You can view the cheque release date and hold policy limits that apply to your Account when you make a deposit through Deposit a Cheque.
12. We may establish or amend the limits on the dollar amount of Items and/or number of Items which may be deposited through Deposit a Cheque at any time. If you attempt to make a deposit in excess of these limits, we may reject your deposit. If, at any time, we permit you to make a deposit in excess of these limits, we will not be obligated to allow such a deposit in the future.
13. We may charge (and subsequently amend) a fee for the provision of Deposit a Cheque if we provide you with advance notice required in accordance with applicable laws. If you continue to use Deposit a Cheque after the fee or any changes thereto becomes effective, you agree to pay the fee that has been disclosed to you. Additional Account transaction fees may apply in accordance with this Agreement or Other Agreements.
14. The manner in which the Items are cleared, presented for payment, and collected shall be at our sole discretion.
15. By using Deposit a Cheque you accept the risk that an Image may be intercepted or misdirected during transmission. We bear no liability whatsoever to you or others arising as a result of the use of the Deposit a Cheque including, but not limited to, any intercepted or misdirected Images or information disclosed through such errors.
16. The Image transmitted to us using Deposit a Cheque must be legible and clear, as determined in our sole discretion. The quality of Images must also comply with the requirements established from time to time by us, Payments Canada, or any other regulatory agency or association. You agree that we shall not be liable under any circumstances for any damages resulting from poor quality Images, including those related to rejection of or the delayed or improper crediting of an Item, or from any inaccurate information you supply regarding the Item.
17. You agree to cooperate with us in the investigation of Items (such as poor quality Images and unusual transactions) by providing to us, upon request, originals or copies of Items deposited through Deposit a Cheque in your possession and any records you may have related to such Items or Images.
18. You are solely responsible and liable for:
- i. acquiring any hardware, Mobile Device, wireless or Internet access required for you to use Deposit a Cheque;



- ii. maintaining adequate security over scanning, imaging and transmission activities performed in connection with the Deposit a Cheque service, 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;
- iii. complying with all licensing restrictions that may apply to the use of technology or software used in connection with the Deposit a Cheque service; and
- iv. any fees or other charges imposed by your Mobile Device provider, third party operating systems and software provider, wireless carrier, or Internet service provider.

It is your responsibility to determine if your Mobile Device provider, wireless carrier, or Internet service provider supports Deposit a Cheque or if your Mobile Device is capable of accessing the Internet.

19. You are responsible for all deposits completed through Deposit a Cheque on your Mobile Device. You must notify us immediately by calling our toll free number at 1-800-332-8383 in the event that you believe your Mobile Device has been compromised or if your Mobile Device is lost or stolen. When you notify us, we may suspend or restrict your access to Deposit a Cheque.

20. We may terminate your access to Deposit a Cheque at any time and for any reason, including if you breach any term of this Agreement, if you use Deposit a Cheque for any unauthorized or illegal purposes, or you use Deposit a Cheque in a manner inconsistent with any procedures or instructions we establish from time to time, in which case this Agreement will continue to apply in respect of your past access.

21. Except as provided in Section N Limitation of Liability or as required by applicable law, we will not be liable to you for any losses arising from Deposit a Cheque, including:

- i. delay in processing a deposit;
- ii. requiring you to obtain another eligible Item; or
- iii. your use of, or inability to use, Deposit a Cheque.

## L. Card Management Features

1. **Manage Credit Cards.** If you have an ATB credit card Account in good standing, you will be able to view certain Account information and manage certain Account features through the credit card self-management tool on ATB Personal called “**Manage Credit Cards**”, such as activating your credit card, setting credit limit and transaction alerts and



limits, locking or unlocking your credit card, viewing digital cards and pushing card tokens to a mobile wallet. Features available for self-management may vary from time to time.

2. **Manage Debit Cards.** If you have an ATB **[deposit]** Account, you will be able to view certain Account information and manage certain Account features through the debit card self-management tool on ATB Personal called “**Manage Debit Cards**”, such as locking or unlocking your card, setting and changing daily limits and ordering replacement cards. Features available for self-management may vary from time to time.

3. Additional verification of your Credentials or other security measures including multi-factor authentication may be required to access the Manage Credit Cards or Manage Debit Cards tool. Only the primary Account holder – and any authorized user that has financial liability on a credit card Account – may access these card management tools.

4. ATB accepts no responsibility or liability whatsoever for your use of the Manage Credit Cards or Manage Debit Cards tool and will not be responsible under any circumstances for any damage or loss that you may suffer from the tools or for any Account features that you enable or disable using these tools.

## **M. Security**

You are responsible for the care and safety of your Username, Password, Passcodes, Passkey and *Interac* e-Transfer Questions (together, **Security Information**). Subject to section E.3.ii., you will keep the Security Information confidential and secure from all persons. If you download an App and/or select to use the Passkey to access the App, then you must not share your Device and/or Mobile Device or allow someone else to access your Device and/or Mobile Device with their Biometric Information as they may obtain access to some or all of your Account information and may also be able to conduct transactions on your Accounts. You will be liable for all use of your Account Form

1.

information and transactions conducted on your Accounts in accordance with the terms of this Agreement. We will not be responsible for any losses whatsoever that may result directly or indirectly from your sharing your Device and/or Mobile Device or allowing someone else to access your Device and/or Mobile Device with their Biometric Information.

2. At your own risk, you may share your Username and Password with Aggregation Service providers. If you do, you acknowledge that:

- i. we will not assist the provider or give them any information and we may prevent access to your Accounts by Aggregation Service providers;
- ii. we will not be responsible for any losses that may result directly or indirectly from you sharing your Username or Password with Aggregation Service providers;





- iii. you are responsible to ensure that you are satisfied with the security provided Aggregation Service providers and to determine your rights and responsibilities in respect of the Aggregation Services; and
- iv. you will immediately change your Password if you terminate your use of any Aggregation Services.

For the purposes of this Agreement, an **Aggregation Service** is an online service offered by a third party that obtains and consolidates information relating to your accounts with the provider of the service, but excludes the ATB TrackIt Service and any service (other than ATB Personal) that permits you (or someone on your behalf) to conduct transactions on your Accounts.

3. Except where disclosed by you under section M.2 above, you will notify ATB immediately by telephone or in person at any branch if your Username or Password have, or may have, become known by someone else or if there has been suspicious, fraudulent or unusual activity on any of your Accounts. You agree to follow ATB's instructions upon delivery of such notification, and you acknowledge that notice will only be deemed to have been received by ATB when you communicate directly with and provide sufficient details to ATB so that ATB can prevent further transactions on your Account.

4. When you conduct certain transactions or change certain information through ATB Personal, then you may be prompted to enter a Passcode in order to complete that transaction or change. That Passcode will be sent to you by email, automated phone call or SMS text message to the email address, number or Mobile Device that you select. Text messages may be subject to charges in accordance with the terms of your Mobile Device plan. You understand that you will not be able to complete the transaction or effect the change unless the applicable Passcode is entered correctly.

5. You agree to implement the following security procedures and controls as ATB may reasonably require in order to protect your Passcode, including:

- i) you will ensure that the Passcode and other authentication methods (such as authentication questions) be treated in the strictest confidence and be kept safe, secure and confidential and that you do not disclose such information to any other person, including ATB;
- ii) you will follow any Password and other authentication method (such as authentication question) requirements established by ATB;

6. ATB will not be responsible in any way for any loss or damage you may incur as a result of sharing your Passcode with third parties. The Device and/or Mobile Device that you use may be vulnerable to viruses or online attacks that seek to intercept or alter information. To reduce the chance of this occurring, you should take all reasonable precautions, including ensuring that any such Device and/or Mobile Device you use to access ATB Personal or any of the Services has up-to-date anti-virus software, anti-spyware software, operating system/security software and a firewall as such updates



become available. In addition, you should also ensure that you log off of ATB Personal each time you finish using it, as soon as you are finished.

## **N. Limitation of Liability**

1. ATB is not required to verify the identity of, or to confirm if any authority has been granted to, the user of the Credentials, Verbal Password, Passcodes or any component of it. You are responsible for the use of any Credentials, Verbal Password or Passcodes.
2. ATB will make every reasonable effort to ensure performance of the Services. Unless ATB is grossly negligent, ATB is not liable for any loss, damages, cost, claims, expenses, harm or injury caused directly or indirectly by:
  - i. service malfunction or failure that affects the accuracy or timing of any functions;
  - ii. system or Device/Mobile Device error, failure, malfunction, unavailability or withdrawal, whether or not within or beyond its control; or
  - iii. your failure to review and/or action any notices provided to you under Section S below, and ATB shall in no case be liable (even if negligent) for any consequential, incidental, indirect, special, economic, punitive or exemplary loss or damages.
3. There are no warranties or conditions, express or implied, with respect to the Services under this Agreement.
4. ATB is not responsible for acts or omissions of your Internet service providers or other third party providers that you use to access or use the Services.

## **O. Online Guarantee**

1. This Section O Online Guarantee sets out ATB's liability for any Unauthorized Transaction (as defined below) conducted on your Account (excluding any Mastercard Account or any business Account) using the Services.
2. ATB agrees to reimburse you for direct monetary losses to your Account resulting from the following unauthorized transactions (each an **Unauthorized Transaction**):
  - i. any unauthorized transaction that occurs after you notify ATB as required in Section M.3 and that is not conducted by you or by someone other than you who has authority to access any of the Accounts;
  - ii. any unauthorized transaction where you can demonstrate to the satisfaction of ATB that you have been the victim of fraud, theft or that you have been coerced or otherwise forced to enter into such transaction,



provided that you fully cooperate with ATB in any investigation that ATB may commence; and

- iii. any unauthorized *Interac* e-Transfer Transaction through the *Interac* e-Transfer Service or the Autodeposit Service or any unauthorized Request Money where you did not initiate the *Interac* e-Transfer Transaction or Request Money, provided that you have complied with the applicable terms and conditions set out in section E *Interac* e-Transfer.

3. ATB will not be liable under any circumstances for any transaction that is not an Unauthorized Transaction or for any transaction, even if an Unauthorized Transaction, where you do not comply with reasonable security precautions, including:

- i. disclosing or otherwise contributing to the disclosure of your Username, Password, Verbal Password or Passcodes, including with respect to an Aggregation Service;
- ii. not complying with instructions (whether through a notice or otherwise) that ATB may give you in relation to the security of your Account while accessing the Services, including selecting a Password or Verbal Password similar to an obvious combination such as your birth date, Account number or telephone number;
- iii. accessing the Services on a Device and/or Mobile Device when you know or ought to know that the security of your Password or Verbal Password may be compromised;
- iv. sharing a Device and/or Mobile Device with, or permitting the Biometric Information of someone else to access your Device and/or Mobile Device, where that person is not a joint owner of your Account;
- v. not using up-to-date anti-virus software, anti-spyware software, operating system/security software, and a firewall, if available, for your Device and/or Mobile Device; or
- vi. if you click on a link, email or use third party websites when using the Services and/or accessing your Accounts, you will not be considered a victim who was coerced or forced to enter into a transaction, even where the transaction results in you suffering a loss either directly or indirectly as a result of having clicked on a link, email or using a third party website such as, for example, in circumstances where your Security Information is disclosed or becomes known by bad actors as a result of spear phishing, malware phishing, email phishing, vishing, smishing or other cyberthreats.

## **P. Termination, Discontinuance and Amendments**

1. You may terminate access to ATB Personal by providing ATB with notice. Access to ATB Personal will also be terminated immediately upon the effective date of closure of



the relevant Accounts with ATB. Neither termination nor discontinuance shall affect your liability or obligation under this Agreement.

2. ATB has the right to vary, discontinue or terminate elements of ATB Personal at any time without notice to you. No post-dated bill payments, funds transfer or other transactions requested through ATB Personal will be processed after the discontinuance or termination of ATB Personal.

3. ATB may amend the terms and conditions of this Agreement at any time by providing notice to you of such amendments which notice may be provided by posting an updated copy of this Agreement on [atb.com](http://atb.com). Notice of the amendments may be given either before or after the coming into effect of such amendments. Your use of the Services after the later of either the notice or the date the amendment comes into effect, constitutes your consent to such amendments.

#### **Q. No Waiver**

1. ATB shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by ATB. No delay or omission on the part of ATB in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **R. Fees/Charges**

1. ATB may charge fees for access to the Services and for conducting various transactions. These fees are subject to change from time to time.

2. Fees may be debited to any account you may have with us.

#### **S. Notices**

1. ATB may send you notices regarding this Agreement and/or other matters (including notices regarding failed or incomplete transactions) through ATB Personal. You agree to promptly review such notices upon accessing ATB Personal and take any action as may be required or appropriate under the circumstances. ATB is not responsible for your failure to review notices, and any consequences or losses that may arise as a result of such failure.

#### **T. Statement Preferences**

If you have provided us with an email address, you may receive e-statements through ATB Personal. If you are currently receiving paper statements and want to switch to e-statements for any Accounts displayed on ATB Personal, you can manage your statement preferences through ATB Personal.



## U. Records

1. ATB's records of transactions on your Accounts shall be final and binding on you, subject to obvious error, provided that you notify ATB in a timely manner of such error.

## V. Privacy

1. ATB will collect, use and disclose your Personal Information in accordance with ATB's Collection, Use and Disclosure Statement (**Privacy Statement**), a copy of which you can obtain at any branch or online at [atb.com](https://atb.com). Details of ATB's commitment to protecting our customers' privacy are set out in ATB's Privacy Code, which is also available at any branch or online at [atb.com](https://atb.com).

2. Personal Information (whether yours or Personal Information of another individual) that is obtained through or entered into ATB Personal or other Apps, including through the use of a Device or Mobile Device, and information entered into [atb.com](https://atb.com) when you apply for or purchase a product or service (**Platforms**), may be stored in the United States of America.

3. ATB may contract with or use the services of third parties or agents to collect, use, store or process Personal Information that is obtained through or entered into the Platforms. Some of these third parties or agents may be located outside of Alberta or Canada, and Personal Information may be transferred or processed outside of Alberta or Canada for these purposes. For example, for the provision of the Global Transfer service, each of your and the Recipient's Personal Information is provided to each of our service providers in the United Kingdom and the Intermediaries (including the Recipient FI).

4. Personal Information held with a third party or agent in another province or country is subject to the laws of that jurisdiction and thus may be collected, used, or disclosed without your knowledge or consent where required or permitted by law. Personal Information that we collect or disclose related to products and services offered through these other parties is managed carefully by contract and according to applicable privacy legislation and, where required, rules of regulatory authorities or self-regulatory bodies. You may access ATB's Out of Canada Service Providers Statement at [atb.com](https://atb.com) under the heading Privacy and Security.

5. We use third party web analytical tools to improve our products and services. When you use the Platforms, we may collect information about how you access the Platforms, including usage patterns and what content you downloaded. This information is measured for general statistics and does not reveal your individual identity.

6. If you have questions about the collection, use or disclosure of your Personal Information, you may contact ATB's Privacy Officer by e-mail to: [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com)

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



## W. Definitions and Interpretation

1. In this Agreement, capitalized words have the meanings below:

- **Account** means any valid account with ATB for which ATB has granted access to the Services.
- **App** means a software application made available by or through ATB.
- **ATB, us, we** and **our** means ATB Financial.
- **Autodeposit Service** means the service provided by Interac Corp. that allows you to direct funds via *Interac* e-Transfer to be automatically deposited into the Designated Account.
- **Biometric Information** means information derived from an individual's personal characteristics (such as retina or iris scan, fingerprint, voiceprint, and scan of hand or face geometry).
- **Credentials** means your Username and Password, and includes the Passkey where enabled for your Device or Mobile Device.
- **Customer Card Number** means the unique number indicated on the Debit Card issued to you by us.
- **Debit Card** means the ATB debit card that you use to access your applicable Account, make purchases, or withdraw cash. Any Mobile Device that you can use to incur charges on your Account will also be considered to be a Debit Card.
- **Designated Account** means:
  - for the purposes of the Request Money Service, the Account into which funds received via *Interac* e-Transfer will automatically be deposited without the need to log onto ATB Personal or answer an *Interac* e-Transfer Question, as selected by the person who initiates the Request Money;
  - for the purposes of the Autodeposit Service, the Account the Recipient registers as the account into which funds received via *Interac* e-Transfer will automatically be deposited without the need to log onto ATB Personal or answer an *Interac* e-Transfer Question.
  - for the purposes of the Account Number Routed Transaction, the Account the Recipient 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 Personal or answer an *Interac* e-Transfer Question.



- **including** means including but not limited to.
- **Interac e-Transfer or Interac e-Transfer Service** means the service provided by Interac that allows you to send funds from your Account to another person, to receive funds from another person, or to request funds from another person, and includes the Autodeposit Service and the Request Money Service, 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 Transaction** means an Interac e-Transfer transaction sent or received through the Interac e-Transfer Service.
- **Malicious Content includes:**
  - i. information or content that may cause harm to you, ATB, or any other person including any other financial institution or intermediary that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content;
  - ii. personal information of an individual excluding their name
  - 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 Interac e-Transfer, you, ATB, any other person including any other financial institution, 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.





- **Mastercard** means Mastercard International Incorporated.
- **One-Time Passcode** means the unique, one-time passcode that is entered for online, in-app transactions.
- **Participating Financial Institution** means for the purposes of the *Interac* e-Transfer Service, Request Money Service and Autodeposit Service, a financial institution that offers these *Interac* e-Transfer services.
- **Passcode** means the combination of letters, numbers and/or special characters assigned or provided to you by ATB and you enter to conduct, complete or authorize certain transactions through ATB Personal, including multi-factor authentication (MFA) codes and One-Time Passcodes.
- **Passkey** means the secure login mechanism made available by ATB used to authenticate your identity through multi-factor authentication, including Biometric Information, to log in to ATB Personal.
- **Password** means the combination of letters, numbers and/or special characters that you select and that you use to access the Services through ATB Personal.
- **Personal Information** means any information which relates to an individual and allows ATB to identify that individual, and includes, without limitation, Biometric Information.
- **Recipient** means:
  - for the purposes of receiving funds via *Interac* e-Transfer, the person, including you, who is the intended recipient of an *Interac* e-Transfer Transaction;
  - for the purposes of the Request Money Service, the person, including you, who initiates a Request Money;
  - for the purposes of a Global Transfer, the person who is the intended recipient of a Global Transfer.
- **Remittance Data** means, for the purposes of *Interac* e-Transfer Service, optional text (through free form, structured data fields, a uniform resource locator (URL), hyperlink, link or IP address) that may be included with an *Interac* e-Transfer Transaction or Request Money.
- **Request Money** means for the purposes of the Request Money Service, requesting funds via *Interac* e-Transfer.
- **Request Money Service** means the service provided by *Interac* Corp. that allows you to initiate a Request Money.
- **Sender** means:



- for the purposes of sending funds via *Interac* e-Transfer, the person, including you, who initiates an *Interac* e-Transfer Transaction;
  - for the purposes of the Request Money Service, the person, including you, who is responding to a Request Money;
  - for the purposes of a Global Transfer, you who initiates a Global Transfer.
- **Signature** means a handwritten signature, an electronic signature or other information in electronic form, including Biometric Information or your Password, that you create, select or adopt and that is unique to you.
  - **Signature Card** means, in respect of an Account, a document that you sign, or electronic data that constitutes your Signature, including your Verbal Password, and which may be used by ATB to verify who is authorized to give instructions on the Account.
  - **Username** means either the Customer Card Number that you have at the time the Services were first made available to you or a username that you select, and which you may have the ability to change from time to time, in accordance with our guidelines. Your Username must be used together with your Password to access the Services. If you use a Customer Card Number as your Username, the Username will not be automatically updated by ATB if a new Debit Card with a new Customer Card Number is issued to you.
  - **Verbal Password** means the combination of letters, numbers and/or special characters that you select and that you use in order to conduct or complete certain transactions through [atb.com](https://atb.com) using your Credentials.
  - **Wrongful Activity** means any use or attempted use of the services provided by Interac Corp. (Autodeposit Service, Interac e-Transfer Service, and Request Money Service) that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.
  - **You** and **your** mean the person or entity enrolled with ATB to access the Services through ATB Personal.
2. If we used a capitalized word that's not listed above, then the first time we used it in this Agreement it is in bold and the meaning is explained there.
3. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein, and you agree to submit to the jurisdiction of the Courts of the Province of Alberta.
4. Headings used in this Agreement are for convenience only and do not affect its interpretation.



5. This Agreement binds you, your successors and assigns, heirs, executors, administrators and legal representatives.

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