

Personal Online Terms and Conditions (“Agreement”)

The terms and conditions set out below apply to the use of ATB’s online services that are available from time to time (the “Services”).

A. Definitions and Interpretation

1. Throughout this Agreement, the following terms have the following meanings:

“Account” means any valid account with ATB for which ATB has granted access to the Services;

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

“Card” means any card that may be issued by ATB to you with a Customer Card Number;

“Customer Card Number” means the unique number indicated on your Card, which together with your Web Password may be used to access the Services;

“including” means including but not limited to;

“Secure Messages” means the communication point that you may access when accessing the Services where you and ATB may securely communicate with each other;

“Services” has the meaning set out in the first paragraph above;

“Web Password” means the combination of letters and numbers that you select that together with your Customer Card Number may be used to access the Services;

“You” and “your” means the person(s) who is enrolled with ATB to access the Services.

All other capitalized terms used in this Agreement and not defined above are defined elsewhere in this Agreement.

2. If there is any conflict between the terms and conditions in this Agreement and the terms and conditions of any other agreement you may have with ATB in relation to a product or service offered by ATB (collectively, the “Other Agreements”), then 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.

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

4. Headings used in this Agreement are for convenience only and do not affect its interpretation.

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

B. Services

1. To use the Services, you must have a Card, an Account and a Web Password. To access the Services, you must use your Customer Card Number and your Web Password. You authorize ATB to accept any instructions given while accessing the Services as if you had given such instructions in writing.
2. You agree that the use by you or purporting to be by you of your Customer Card Number and Web Password together is your electronic signature and is the legal equivalent to your written, signed instructions ("Electronic Signature"). You agree that electronic display pages accessed by entering your Electronic Signature constitute written documents and that clicking or otherwise electronically activating "OK", "I Accept", "continue", "approve", or similar areas of such pages according to on-screen instructions or otherwise submitting instructions electronically 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 clicked or submitted, ATB shall have no obligation to reverse them.
3. You agree that the Services will not be used for illegal, fraudulent or defamatory purposes or for purposes which could affect the security, integrity of the Services or ATB systems hardware or software.
4. ATB reserves the right to deny access to an Account or some or all of the Services under certain circumstances, including but not limited to:
 - 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 the use of the Services is for illegal or fraudulent purposes;
 - iii. if in the judgment of ATB any activity on any of your Accounts is for illegal or fraudulent purposes;
 - iv. if in the judgment of ATB access to your Accounts is being performed fraudulently or without your consent;
 - v. if you are in arrears to any obligation to ATB including loan payments, service charges, etc.; or
 - VI. if access to the Services is being used to attempt to obtain unauthorized access to ATB systems, hardware or software.
5. ATB may, in its discretion and without prior notice, refuse a request for authorization of any transaction and may notify such refusal to third parties as it deems necessary. In exercising such discretion, ATB may take into account in calculating the funds available, any funds which ATB may decide have been credited or debited to the Account. 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.

C. Web Password

1. You are responsible for the care and safety of your Web Password. You will keep the Web Password confidential and secure from all persons without exception. ATB does not maintain a record of your Web Password. If you lose or forget your Web Password, contact ATB immediately so that you may select a new Web Password.

2. You will notify ATB immediately by telephone if your Web Password may have become known by someone else, has been disclosed to anyone, or that there has been suspicious, fraudulent or unusual activity on any of your Accounts.

3. You agree to follow ATB's instructions upon notification as required in Section C.2 above.

D. 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 your Electronic Signature or any component of it.

2. ATB will make every reasonable effort to ensure performance of the Services. ATB is not liable for any loss, damages, cost, claims, expenses, harm or injury caused;

- i. by service malfunction or failure that affect the accuracy or timing of any functions;
- ii. by system or device error, failure, malfunction, unavailability or withdrawal, whether or not within or beyond its control,

and ATB shall in no case be liable 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.

E. Online Guarantee

1. This section E sets out ATB's liability for any Unauthorized Transaction (as defined below) conducted on your Account (excluding any MasterCard Account) through access to the Services.

2. ATB agrees to reimburse you for direct monetary losses to your Account resulting from the following:

- i. any unauthorized transaction that occurs after you notify ATB as required in Section C.2; and
- ii. any unauthorized transaction where you can show that you have been the victim of fraud, theft of 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;

(each an "Unauthorized Transaction").

However, ATB will not be responsible for any transaction that is not an Unauthorized Transaction or where you do not comply with reasonable security precautions, including but not limited to:

- i. voluntarily disclosing or otherwise contributing to the disclosure of your Web Password;
- 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 Web Password similar to an obvious combination such as your birth date, Account number or telephone number; or

- iii. accessing the Services on a computer or other device when you know or ought to know that the security of your Web Password may be compromised.

F. Termination, Discontinuance and Amendments

1. You may terminate access to the Services by providing ATB with notice. Services 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 the Services at any time without notice to you. No post-dated bill payments, funds transfer or other services will be processed after the cancellation of any such Services.
3. ATB may amend the terms and conditions of this Agreement at any time by providing notice to you of such amendments. 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.

G. 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.

H. 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 12:59 a.m. Mountain Time, the bill payment company (or bill payment company's designate) will receive payment the next 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 for any late payment penalties, fees, or interest imposed by your bill payment company under any circumstances.
3. All disputes between you and bill payment companies designated on the registration form completed in-branch, via telephone or online by you, including your rights to compensation or any off-setting rights (set-off), shall be settled directly by and between the bill payment companies and yourself.

I. Fees/Charges

1. ATB may charge fees for access to the Services and 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 any branch.

J. Notices

1. Any notices to be sent to you pursuant to this Agreement, may be sent to you by ATB through Secure Messages.
2. You agree to regularly review the Secure Messages and that you will be deemed to have received any notice sent to you through Secure Messages on the next business day following the day any such notice was sent.

K. 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.

L. Privacy

1. ATB will collect, use and disclose your personal information in accordance with ATB's privacy code, a copy of which you can obtain at any branch or at atb.com.