

**ATB FINANCIAL MASTERCARD ALERTS SERVICE**  
**ATB Alerts TERMS AND CONDITIONS**  
**Effective January 14, 2019**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN ATB FINANCIAL MASTERCARD ALERTS SERVICE (THE “**SERVICE**”). CAPITALIZED WORDS AND PHRASES NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO THEM IN YOUR CARDHOLDER AGREEMENT.

**The Service**

When the first Primary Cardholder on the Card Account (the “**Primary Cardholder**”, “**you**”, or “**your**”) registers an eligible ATB Financial MasterCard with the Service, ATB Financial (“**ATB**” or “**we**”) will send short message service (SMS) notifications (“**Consumer Selected Alerts**”) to you when certain transactions are processed to the Card Account. When you register your Card with the Service, you can choose the types of transactions you’d like to be notified about and the mobile telephone number to which you would like Consumer Selected Alerts sent. If you want to change your notification settings, you can change them anytime by visiting <https://alerts.atb.com/>. Only the first Primary Cardholder on the Card Account may register for the Service and only the first Primary Cardholder on the Card Account will receive Consumer-Selected Alerts.

**Consent**

When you register your Card with the Service, and provide ATB with a mobile telephone number at which you would like to receive Consumer Selected Alerts, you are expressly consenting to receive Consumer Selected Alerts from ATB, its affiliates, and agents at that number. If applicable, you also certify that you are authorized to grant to ATB consent to send Consumer Selected Alerts to the mobile telephone number provided. This express consent applies to each mobile telephone number that you provide to ATB now or in the future in connection with the Service.

**Termination of Participation**

To opt-out of the Service at any time, visit <https://alerts.atb.com/> and follow the directions provided to discontinue receiving consumer-selected alerts. You may also opt-out of having consumer-selected alerts sent to your mobile telephone number by texting “STOP” as a reply to any SMS message received as part of the Service. In addition, at any time you may send a text that says STOP to 57891. This will opt you out of all ATB consumer alerts for the Card Account and you will receive an opt-out confirmation.

**Availability/Interruption/Third Party Networks**

Consumer-Selected Alerts will be transmitted to you over various third party networks and systems and the Service is only available when you have your mobile handset or such other device capable of receiving SMS (“**Device**”) within operating range of a carrier with an appropriate signal for data services. However, the amount of time between which a transaction that triggers a Consumer-Selected Alert is made with your Card and the time at which the Consumer-Selected Alert is received by your Device, is dependent on your Device, your wireless service, and coverage within the area in which you are located at that time. The Service is also subject to transmission limitations and service interruptions.

As such, you acknowledge and agree that Consumer-Selected Alerts may not be available at all times, in real time, or received by your Device in all geographic areas, and you agree to not hold ATB liable for any damage or loss incurred by you as a result of any performance degradations, interruptions, failures or delays on the part of any third party service provider or any hardware, software, or networks associated with bringing you the Service.

You further acknowledge and agree that Consumer-Selected Alerts, and the contents thereof, may be accessible by third parties including, without limitation, anyone in possession of the Device, and that upon delivery of a Consumer-Selected Message by ATB to third party service providers, ATB will no longer be responsible for the security of such Consumer-Selected Message, or the contents thereof, any you shall not hold ATB liable for any failure on the part of any third party service provider to maintain the security or confidentiality of same.

### **Content Restrictions**

You agree that you will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or any other activity that could diminish or harm the reputation of ATB or any of its service providers involved in providing the Service.

### **Modifications to Service**

ATB reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that the ATB shall not be liable to you for any interruption, restriction, modification, suspension or discontinuation of the Service.

### **Third Party Service Fees**

Your wireless carrier may charge you for data, roaming or incoming SMS messages you receive as a result of using the Service. Please contact your carrier for complete pricing details.

### **ATB Fees**

As of the date of these Terms and Conditions, ATB does not charge for the Service. In the event ATB decides to charge a fee(s) for the Service (the “Fees”), ATB will provide you with thirty (30 days) prior notice. ATB Financial may further modify and change the Fees, from time to time, upon thirty (30 days) prior notice to you. If you use the Service after the effective date stated in any such the notice, you agree to pay the Fees as set out in the notice.

### **Changes To These Terms and Conditions or the Service**

ATB may change or modify these Terms and Conditions, including Service features, from time to time by sending you notice of such change. Any new features or services that affect the Service will be considered part of the Service and subject to these Terms and Conditions. If you use the Service after the effective date stated in any such the notice, you agree to the changes or modifications as set out in the notice and their applicability to you.

**Alerts Do Not Amend Existing Terms and Conditions for Cards**

THE CONSUMER-SELECTED ALERTS THAT ARE SENT TO YOU THROUGH THE SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, YOUR CARDHOLDER AGREEMENT, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.