

Little book of account info

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



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

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

The quick version

1. We promise to provide you with your Account and all of the services described in this Agreement. In return, you promise to be responsible for your Account, including any fees or expenses that apply as you use it. And it's important we both keep those promises, to keep things working the way they should!
2. We take your privacy seriously. That's why we keep any and all personal information private and confidential. Any personal information we collect about you is subject to our Privacy Statement and Privacy Code, which is designed to protect your personal information under privacy laws, including Alberta's Personal Information Protection Act. For more info on why we collect your personal information, how we use and protect it, the situations where we may share it, and how you can request access to your own personal information, you can pick up a copy of our Privacy Statement at any branch or on [atb.com](https://www.atb.com)
3. There are lots of ways to bank with us including online banking, using our mobile app (ATB Mobile), with your Customer Card and coming into our branches.
4. You can always find our current interest rates and fees by visiting [atb.com](https://www.atb.com) or dropping by a branch.
5. Always keep your Customer Card PIN safe by keeping it private. Don't share it with anyone, no matter how nicely they ask!
6. If you suspect fraud on your Account, contact us immediately at any branch or by calling **1-800-332-8383**.
7. You can choose between paperless and paper statements—whatever makes sense for you.

8. We offer overdraft protection on most of our chequing accounts. If you go into overdraft, we charge a fee and/or interest on the amount of overdraft you use, depending on the terms of your Account. You'll be able to see any overdraft fees or interest on your monthly Account statements.
9. We have redeemable and non-redeemable GICs. You can find information on GICs, including early redemptions and interest rates, in your GIC documents.
10. If you have a joint Account, you'll need to choose who can make decisions on your Account. This is important because it determines what happens to your money if one of you dies. Each joint Account holder is fully responsible for the Account.
11. If you have any questions or concerns about your Account, please call us at **1-800-332-8383** or drop by any ATB branch.

Contents

Legal definitions

- 7 Legal definitions

About your Account

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

Deposit your money

- 12 Deposits
- 13 Holds

Access your money

- 13 Ways to bank with us
- 14 Customer Cards

Spend your money

- 18 Cheques
- 19 Bill payments
- 19 Overdraft

Cover your butt

- 19 Overdraft protection
- 21 Overdrafts without overdraft protection
- 21 Stop payments

Your Account

- 22 Account instructions
- 23 Joint Accounts and ownership
- 24 Estates and powers of attorney

Fees and interest

- 25 Fees and other payments
- 25 Interest

GICs (aka fixed date deposits)

- 26 Interest
- 26 Redeeming your GIC
- 27 Non-redeemable GICs
- 27 Maturity
- 28 Income tax reporting for Springboard GICs

Keep track of your money

- 28 Paperless statements
- 28 Paper statements
- 28 Passbooks

The really, really legal stuff

- 29 Amendments
- 29 Processing items
- 29 Notices
- 30 Inactive accounts and unclaimed balances
- 31 Severability
- 31 Disputes
- 31 Verifying your Account
- 31 Law that applies
- 32 Headings
- 32 Ending this agreement
- 32 Assignment
- 33 Limitation of liability
- 33 Reserving our rights and not waiving our rights
- 33 Outstanding debts and legal costs
- 34 Service of documents and demands for information
- 34 Use of agents
- 34 Feedback

Legal definitions

Before we get too far into things, here are the definitions you'll need to know:

ABM: Automated bank machine.

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

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

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

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

GIC or Guaranteed Income Certificate is each deposit that you have with us that pays a specified rate (or rates) of interest over a specific term.

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

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

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

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

About your Account

Your responsibility

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

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

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

Personal information and privacy

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

You should have received a copy of that document from us when your Account was opened.

It's a fascinating read (just like this book!) so we're sure you'll have trouble putting it down. If you can't find it and have an overwhelming urge to spend some time getting to know all about privacy, you can find the most current version at any branch or on [atb.com](https://www.atb.com)

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

Once you've taken a look at the Privacy Statement, if you have any questions or concerns about the personal information that is collected and retained by ATB, you can call us at **1-844-392-9359**.

Or write to our privacy officer at 2100, 10020 100 Street (Transit #115) Edmonton, Alberta T5J 0N3. They can get a little lonely and love getting mail!

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

Generation Account

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

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

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

Students First Account

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

Once you've finished your studies (go you!), or if you don't give us the annual proof of enrolment by September 30, we'll give you a heads-up that you have to switch your Account.

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

Freedom Account

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

Deposit your money

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

Deposits

- You can deposit money into your Account anytime. Really, don't hold back! Other people can deposit money into your Account, too, which would be super nice of them. Of course, if we have concerns about the deposit, we can always choose not to accept it.
- If we've credited your Account with a deposit that is later dishonoured or returned (a bounced cheque, for example), we'll then debit your Account for the amount of that deposit. You'll also be responsible for any applicable fees and interest owed. To process that debit, we may create an overdraft on your Account, use any available overdraft protection on your Account, or, if your Account is connected to a line of credit or credit card account, we may charge the line of credit or credit card account.
- If any of your Account details change—like you get a new Account number or you close your Account—make sure you notify anyone that is depositing money into your Account of those changes (like your employer or the Canada Revenue Agency). We aren't responsible for letting them know, or for any charges or losses you might incur because you forgot to notify them.
- If any Item is deposited into your Account, you authorize us to endorse it on your behalf. We have no liability for endorsing any Item deposited.

Hold

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

deposited into an Account that isn't cash (like a cheque, for example). The hold gives us time to make sure the Item is legit.

What happens if an Item isn't legit? See the second bullet under "Deposits" on page 12.

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

Access your money

Ways to bank with us

- Use your Customer Card at any ABM or store that has a debit machine with one of the symbols on the back of your card.
- Log in to our mobile banking app, ATB Mobile.
- Log in to online banking (atbonline.com).
- Drop by any ATB branch.
- Call ATB Client Care ([1-800-332-8383](tel:1-800-332-8383)).
- Use cheques if you have a chequing account.
- Set up pre-authorized payments to pay bills.
- Any other way we may have available for you, now or in the future.

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

Customer Cards

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

Customer Card: We'll give you a Customer Card with a PIN that you can use to access the money in your Account. The Customer Card is our property and we can ask you to return it to us at any time, or we can replace it at any time. So, it's more like we loan you a card—but you can use it like it's yours.

Withdrawing Cash: You can use your Customer Card to withdraw cash at ABMs. You will have to enter your PIN to use your Customer Card for all ABM withdrawals.

Transactions (aka buying stuff): You can use your Customer Card to make point of sale (POS) purchases at stores, and to get cash back at stores that offer it. If the store has “tap and go” or contactless payment terminals, your Customer Card will work there too. If not, you will have to enter your PIN to make your purchase.

If you prefer, you can turn off the “tap and go” feature on your Customer Card such that you must always enter your PIN. To turn off the “tap and go” feature, just call the ATB Client Care team at **1-800-332-8383** or drop by any branch during normal business hours.

The change will take effect after you complete your next successful PIN-based ABM or POS transaction in Canada. You can turn the “tap and

go” feature back on again by doing the same.

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

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

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

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

- Don’t make your PIN easy to guess, like your birthday or your home address or combinations that are easy to remember, like 1-2-3-4 or 7-7-7-7. (You can do better than that!)
- Cover the keypad when punching in your PIN. Don’t worry about offending the people standing near you—they don’t care.
- Don’t give your PIN or Customer Card number to anyone. Not your mom. Not your significant other. No one.
- Don’t write your PIN on your Customer Card. Really. Just don’t do this. Ever.
- When you’re using your Customer Card to make a purchase, don’t let your card out of your sight.
- If you think a pay terminal or ABM has been altered, call the police. If it looks sketchy, it probably is.
- Put a monthly reminder to change your PIN in your calendar.

- You can change your PIN at any ATB ABM or branch. It takes literally less than a minute. Sound like a hassle? Not compared to trying to undo the damage if someone manages to get your Customer Card and your money.

Trust us: It's worth your time to stop fraud before it happens.

If you have any questions, you can always give ATB Client Care a call at **1-800-332-8383**.

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

Your liability: Okay, this is important stuff. You're responsible for the full amount of entered and completed transactions on your Account, and for any fees and expenses that you incur on your Account, even if you or someone you authorize made an error. You're also responsible if you or someone you authorize is fraudulent in entering information when a transaction is conducted, or if you don't notify us as soon as you become aware that your Customer Card is lost, stolen or misused, or your PIN may have become known by someone else. In any of these situations, your liability could exceed the credit balance or available funds in the Account, so we may have to create an overdraft on the Account, use any available overdraft protection on your Account, or, if the Account is connected to a line of credit or credit card account, we may charge the line of credit or credit card account. You'll then be responsible for the amount of the

transaction, plus any applicable fees and any interest.

You're not liable when you report your card as lost or stolen, or in confirmed cases of debit card fraud, when the information contained on your Customer Card is stolen and used to take funds from your Account that you didn't authorize.

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

If you have any questions about your limits, call us or stop by any branch and we'll be happy to chat.

We're also happy to work with you to set a limit that makes sense for your needs.

Foreign currency transactions:

When you buy something with your Customer Card in a different currency, or use your Customer Card at an ABM to get foreign currency from your Account, we convert that amount into your Account's currency using the applicable exchange rate in effect on the day that we process the conversion. Here are the applicable exchange rates:

- Purchases are converted using an exchange rate that is 2.5 per cent over the exchange rate used by ACXSYS Corporation (this is the company that operates Interac's cross-border debit service).
- ABM withdrawals are converted using an exchange rate that is 2.5 per cent over the exchange rate set

by Mastercard International Inc. (they operate the Cirrus Network).

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

If you return something you bought and there is a refund credited to your Account in a foreign currency, the applicable exchange rate on the day that we process your refund transaction may not be the same exchange rate on the date we first

processed your purchase transaction, so the amount of your refund might be less than the amount of your original purchase. In that case, you'll be responsible for the difference.

Problems with merchants: If you have a problem with something you bought with your Customer Card, unfortunately, we can't help you fix the problem.

We're also not responsible for the problem, either. You're always welcome to give us a shout and ask if we know how to fix the issue—we're wizards with broken coffee makers! No guarantees, but we're always happy to try and help where we can.

Spend your money

Cheques

For most types of Accounts, you may request that we send you cheques,

which we'll do for a fee. It's your job to keep your cheques in a safe place. If any of your cheques are ever lost or stolen, you must let us know immediately by calling ATB Client Care at **1-800-332-8383**. Instead of mailing your processed cheques back

to you, we scan them and send you the cheque images in your monthly statement and post them in your online banking. So, if you forget what you wrote a cheque for, you'll be able to see it right there in black and white.

Bill payments

You can pay lots of your bills (such as electricity, water, internet and phone) using our online, mobile or telephone banking services, at an ABM, or at a branch. It's a good idea to know your payees' rules in terms of when your

account is credited with an online, mobile or ABM payment, so you don't inadvertently incur late fees. We won't be responsible for those late fees.

Overdraft

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

Cover Your butt

(Protection for those
"just in case" moments)

Overdraft protection

Applying for overdraft protection:

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

accounts have the option to include overdraft protection.

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

Overdraft limit: Once you're approved for overdraft protection, we'll let you know what your overdraft limit is (it'll also be on your monthly Account statements). You can use your overdraft in the same ways as you can access funds in your Account, including by cheque, pre-authorized debit, making transfers or using your Customer Card. We may allow or disallow transactions that for any reason would exceed your overdraft limit.

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

You'll find your interest rate and fee that we charged on your monthly Account statement. You can find our current fees and rates on [atb.com](https://www.atb.com) or in any branch.

Payment: Each and every month, you need to make sure you deposit enough money into your Account to cover any overdraft fee or interest charged during the month, plus any amount that your Account is overdrawn that exceeds your overdraft limit. We can always ask you to repay the full amount of your overdrawn balance, plus any unpaid overdraft fees and interest at any time.

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

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

Overdrafts without overdraft protection

No, that's not a typo. Even if you don't have overdraft protection on

an Account, we may still permit an overdraft to occur on your Account.

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

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

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

Stop payments

Contact us if you need to stop a payment, for example on a cheque. That being said, there are some payments that we can't stop, such as a payment that's already cleared

your Account, when a preauthorized payment is set up with a third party, or when we don't have sufficient time to stop that payment for you. That's

why it's important to contact us as soon as possible and with the exact details about the payment you're trying to stop.

Your Account

Account instructions

Giving us instructions: There are lots of ways to give us instructions on your Account, including coming into a branch, calling ATB Client Care at **1-800-332-8383** or through online or mobile banking. In some cases, we'll accept instructions by email or fax, but keep in mind that email and fax aren't secure and we can't guarantee when we'll read the communication.

We'll act on any instructions that we think are from you, but we may decline or refuse any instructions—even if they appear to be from you—if we think they're improper, unlawful or fraudulent, or that there is a mistake.

It's part of our commitment to keep you and your money safe.

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

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

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

If you don't select a signing authority option when you open the Account,

then the Account will be set as either/any.

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

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

Joint Accounts and Account ownership

If an Account is held by more than one person (in other words, if there is more than one Account holder), then how we treat the ownership

23

of that Account will depend on how the signing authority was set up in our records.

Here's how it works:

- If the signing authority is set up as either/any, then we treat the Account ownership as joint with a "right of survivorship." This means that if one of you dies, the surviving account holder will own the Account funds solely, or if there is more than one surviving account holder, then the Account funds will be jointly owned with a right of survivorship.
- If the Account is a GIC, then any one of you is entitled to redeem the GIC. See the "Redeeming your GIC" section of this Agreement for more details on GIC redemption options.
- If the signing authority is set up as both/all to sign, then we treat the Account ownership as "tenants in common." This means that if one of you dies, then the surviving account holder(s)

don't automatically become the owners of all remaining funds. The deceased's share of the Account funds will transfer to their estate to be disbursed as per the will, or as otherwise required by law. Unless we're informed otherwise, we assume that the Account funds are owned in equal shares by each of the joint account holders. For example, if there are two account holders, we'll assume that you each own 50 per cent of the funds in the Account, unless you tell us otherwise.

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

Estates and powers of attorney

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

If the Account is a GIC and one of the Account holders has died, then if we're asked by your estate representative or your survivors (if a joint account), we'll redeem the GIC and pay the estate or the survivors as applicable.

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

Fees and interest

Fees and other payments

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

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

All fees are charged in the currency of the Account.

If you owe us or any of our affiliates (like ATB Securities Inc.) any amount for any reason, then you agree that we can deduct amounts from one or more of your Accounts to repay some or all of that debt or liability. We'll also deduct, from any of your Accounts, any amount that we have paid you or credited to one of your Accounts, if we determine that an item is in any way fraudulent or has an endorsement error, or if we determine that we may incur a loss if the payment or credit is not reversed. In any of those cases, we'll also charge for all of the costs that we incur. In deducting any of these amounts from your Account, you acknowledge that we may create an overdraft in your Account. Refer to the "Cover your butt" section for details.

Interest

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

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

There may be times where we offer bonus interest on select savings accounts for net new money to ATB Financial for a set period of time. Bonus interest is calculated daily

and paid monthly based on a net new balances for eligible transaction types. Maturing investments deposited to a savings account are not eligible for bonus interest but will continue to receive the regular interest rate.

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

GICs

(aka fixed date deposits)

Interest

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

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

Redeeming your GIC

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

Redeemable GICs:

- If your Confirmation says that your GIC is redeemable, then you can withdraw the whole amount (but not less than the whole amount) at any time.

- We'll process any withdrawal request right away, but:
 - › For GICs that have an original term of less than one year, it could take up to 10 days for you to receive your funds; and
 - › For GICs that have an original term of one year or more, it could take up to 30 days for you to receive your funds.
- If you withdraw your redeemable GIC within the first 30 days, we won't pay interest on it.
- If you withdraw your redeemable GIC after the first 30 days but before the date of maturity, we'll pay you interest at our early redemption interest rate.
- Go to atb.com/rates or visit a branch to see our early redemption interest rate.
- In certain circumstances, we may allow you to withdraw your funds before your GIC's maturity date. If that happens, then we'll not pay you any interest and we'll charge you an early redemption fee. We'll let you know what the fee is before you confirm that you want to withdraw the funds.
- You can withdraw your Springboard GIC on the anniversary date or five business days thereafter, we will pay you the full interest up to the last anniversary date.

Maturity

When you're talking about GICs, maturity means something different than what parents wish for their teenagers! When you purchase a GIC, we'll give you a few options of what to do with the money when the GIC matures—your choice is in the “maturity option” section of the Confirmation. If you ask for the money to be paid by cheque or deposited into a specific account, and we can't get the money to you, then

Non-redeemable GICs:

- If you have a non-redeemable GIC, then you agree that you won't withdraw the funds before the maturity date.

we'll either deposit the money into another ATB account (if you have one) or reinvest the funds in another GIC, at our discretion.

Income tax reporting for Springboard GICs

If you have a Springboard GIC, then the amount of interest that we report

to the Canada Revenue Agency on your tax slip in a year may not be the amount of interest that you've accrued for that year. Except in certain circumstances, the Income Tax Act requires that we do an averaging of the interest rate over the term of the GIC.

Keep track of your money

Paperless statements

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

something important you should receive in writing.

Paper statements

If you still get a thrill from seeing envelopes in your mailbox, you can select to receive paper statements. We'll mail a paper statement addressed to the first two people listed as account holders on our records. The statement will be sent to the mailing address that we have in our records for the Account, so make sure we have the right one!

Passbooks

If you're currently receiving your Account transaction and balance

information in a passbook, then you agree to come to your ATB branch once a month to update the passbook and review that information. Since we don't offer passbooks anymore,

if you decide to receive your Account information a different way, you won't be able to change your mind and go back to receiving that information on a passbook.

The really, really legal stuff

Amendments

We can change any of the terms of this Agreement at any time, with or without providing notice to you. If you conduct any transaction on your Account after we have made a change to this Agreement, that will mean that you agree to the change.

Processing Items

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

for us to process any Item that we receive for your Account.

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

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

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

Notices

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

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

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

Inactive Accounts and unclaimed balances

When there hasn't been any activity on your Account for a year, it's considered inactive and we'll notify you if this happens. When your Account is inactive, you may have limited access to the funds in your Account. And according to the Alberta Treasury Branches Act, balances that are designated as unclaimed (which is after two years of inactivity) and

not claimed within 10 years of the date that the Account is designated as unclaimed will either be paid to the Province of Alberta or retained by us. If that happens, you'll still be able to claim your money from us (we'll just need to see proof of your identity), or from Alberta Finance if we've transferred it.

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

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

Severability

If a Court determines that any section or sections of this Agreement are not enforceable, we'll treat that section or sections as if they weren't in the Agreement, and the rest of this Agreement will still remain in effect and unaffected by the removal of the unenforceable sections.

Disputes

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

Verifying your Account

It's your responsibility to review your Account activity at least once

a month. If you find an error or something seems wrong, let us know so we can look into it for you.

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

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

Law that applies

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

the jurisdiction of the courts of the Province of Alberta.

A court in the Province of Alberta can only grant a judgment in Canadian dollars, even if the dispute is regarding your foreign currency Account. For foreign currency Accounts, if you owe us money in another currency and we obtain a judgment against you in an Alberta court, the judgment will be in Canadian dollars. The judge will use an exchange rate in place on the date of the judgment to determine the amount due to us in Canadian dollars.

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

Headings

We have inserted headings into this Agreement as a reference and for your convenience. They're not part of this Agreement and don't form part of the terms and conditions in

this Agreement. They're just to make reading the agreement easier (and sometimes more fun!).

Ending this Agreement

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

Assignment

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

assign your rights or obligations under this Agreement.

Limitation of liability

Under no circumstances will we be liable to you for any indirect, special, consequential, exemplary or punitive damages or losses in connection with your Accounts or in relation to any service that we provide to you, and whether or not your claim is made under this Agreement or otherwise.

This will apply even if we knew such damage or loss was possible or even likely to occur, and even if it was caused by our negligence. We'll also not be liable to you for other damages or losses, unless caused by our negligence, including damages or losses you incur because we acted on your instructions, or on instructions that appeared to be from you, or because we didn't act on your instructions because we thought they were improper, unlawful, fraudulent or mistaken, or for any reason beyond our control.

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

Reserving our rights and not waiving our rights

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

Outstanding debts and legal costs

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

your Accounts or we may require you to pay us directly.

Service of documents and demands for information

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

Use of agents

When we provide you with any service, including processing any transaction on your Account, you acknowledge that we may use a service provider or agent to help us. This might include clearing cheques, making payments to various accounts or third parties or any other service that we have agreed to provide to you under this Agreement. The service provider or agent is not liable to you directly.

Feedback

We're all ears

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

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

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

