



ATB Wealth™ Access Terms and Conditions

ATB Prosper™

ATB Investor Connect®

(“Agreement”)

This Agreement constitutes a legal agreement between you and ATBSI or ATBIM, as applicable. It is important that you read and understand these terms and conditions because you will accept and agree to be bound by these terms and conditions. If you do not agree with these terms and conditions, you must not access either ATB Prosper™ or ATB Investor Connect®, or use the Services.

The terms and conditions set out in this Agreement, as amended from time to time, apply to your access and use of the Services. This Agreement replaces any and all prior agreements between you and ATBSI or ATBIM, as applicable, for the Services. It does not replace any other agreement you have with us (now or in the future) for any other product or service (Other Agreement). The Other Agreement still applies, including to any applicable product or service. If there is any conflict between the terms and conditions in this Agreement and the terms and conditions of any Other Agreement, then unless otherwise indicated in this Agreement, the terms and conditions of the Other Agreement shall apply to the extent of the inconsistency. You also agree to comply with all instructions we may give you in connection with your access and use of the Services.

A. Capacity

1. You represent to us that you have the power and capacity and are competent to enter into this Agreement. If an individual, you represent that you are of legal age and either are not an employee of any other member, member firm or member corporation of any exchange, or of any non-member broker or investment dealer or are such an employee and have so declared to us and delivered to us proper written permission of such employer to maintain your Account. If a corporation, partnership, trust, syndicate or other similar form of organization, you represent that all necessary action has been taken to agree to and enter into this Agreement.

B. Errors and Corrections

1. We endeavour to provide accurate information on and through the Site, but errors may occur and information may become out of date. We do not guarantee the accuracy, completeness, or timeliness of the information available on or through the Site. We may in our discretion change the information available on or through the Site at any time or from time to time and without notifying or being liable to you. You may obtain complete and up-to-date information about the products, services and other matters referenced in the Site by sending a request via email to prosper@atb.com or by calling 1-855-541-4387.



C. Services - General

1. To access the Site and the Services for the first time, you will be required to create and register your profile on the Site, select a Username and Password. You will also be required to enter a passcode that is sent to you via email or SMS text. For any App, you may also choose to set up a Passkey (using the biometric information stored on your Device) to access the Site and the Services, where such Passkey functionality is available and enabled on your Device. (such Username, Password, Passkey, and/or passcode collectively referred to as your “**Credentials**”).
2. Registration of your profile on ATB Prosper™ will enable you to access ATB Investor Connect® and the ATB Investor Connect® Services using your same Credentials registered on ATB Prosper™.
3. You agree that we may accept and act upon any instructions provided to us through the Site when your Credentials have been used to access the Site, whether or not it is you who accessed the Services. 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 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 us with intent to be legally bound by their contents. You agree that once such instructions are clicked or submitted, we shall have no obligation to reverse them.
4. You agree that the Services will not be used for illegal or fraudulent purposes or for purposes which could affect the security or integrity of the Services or ATB Financial systems, hardware or software.
5. We reserve the right to deny access to an Account or some or all of the Services, or deny access to the Site all together, under certain circumstances, including:
 - a. if any of your assets are attached or assigned by a legal order;
 - b. if in our judgment any activity on any of your Accounts or the use of the Services is for illegal or fraudulent purposes;
 - c. if in our judgment access to your Accounts is being performed fraudulently or without your consent;
 - d. if you are in arrears in any obligation to us including service charges, etc.; or
 - e. if access to the Site or Services is being used to attempt to obtain unauthorized access to ATB Financial systems, hardware or software.
6. If you request reinstatement of access to an Account, any Service or the Site, we may require that you take certain steps, such as updating security software on your Device, before we may permit access.
7. No fees will be charged to use the Services.

D. Security

1. You are responsible for the care and safety of your Credentials . You will keep your Credentials confidential and secure from all persons.
2. If you download an App and/or select to use biometric identification to access the App, then you must not share your Device or allow someone else to access your Device with their biometric information as they may obtain access to some or all of your Account information and may be able to conduct transactions



on your Account. If you do share your Device or allow someone else to access your Device with their biometric information Shared Access), you acknowledge that:

- a. your Account, investment and other Personal Information, including your Credentials, may be seen by such person with access to your Device; and
 - b. you are responsible for all transactions conducted on your Account and/or through the Site, whether or not it is you who accessed the Services.
3. You will notify us immediately by calling 1-855-541-4387 if your Credentials may have become known by someone else or has been disclosed to anyone (excluding persons with Shared Access), or if there has been suspicious, fraudulent or unusual activity on any of your Accounts.
 4. The 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 you use to access the Site or any of the Services has up-to-date anti-virus software, anti-spyware software and a firewall, if available. In addition, you should also ensure that you log off of the Site each time you finish using it, as soon as you are finished.

E. Verification of Identity

1. You agree that we may take the necessary steps to verify your identity in accordance with applicable laws. You also agree that we may rely on ATB Financial for verification of your identity.

F. ATB Prosper™

1. Terms and conditions in this section F apply only to the ATB Prosper™ Services 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. Through ATB Prosper™, you may establish an investment goal, complete an investment risk assessment, open an ATBSI Account, purchase, redeem or switch between Compass mutual fund portfolios and/or a High Interest Savings Account (HISA), and track the pace and progress of your investment goal.
3. The information, material and content provided through ATB Prosper™ is not intended to provide financial, tax, legal or accounting advice to you, and should not be relied upon in that regard. You should obtain appropriate professional advice before acting or omitting to act based upon any information provided on or through ATB Prosper™.
4. Account Opening:
 - a. You may apply to open an ATBSI Account through ATB Prosper™.
 - b. We are required by law to verify your identity. If you do not have an existing account with ATBSI, ATB Wealth™ or ATB Financial, we will verify your identity through one of the following ways:
 - i. A soft inquiry of your credit file via Equifax
 - ii. A dual-process method where you will be required to provide two documents where one displays your name and date of birth and the other displays your name and address; or
 - iii. Your attendance at any ATB Financial branch to provide your identification.
 - c. When you open an ATBSI Account through ATB Prosper™, you will, through DocuSign®, consent and agree to complete the Application electronically, electronically sign the Application and/or other Account documents, and receive Account Agreements and/or disclosures electronically.



- d. You may print or save the Application, Account Agreement and/or other Account documents or disclosures for your records through DocuSign. We do not own or operate DocuSign software, and we are not responsible for this software.
- e. After you submit your Application through ATB Prosper™, you will be contacted by a financial advisor to review your Application. Please note that you must review your Application with a financial advisor before an ATB Prosper™ Account can be opened or a trade can be placed to fund the Account.

G. ATB Investor Connect®

1. Terms and conditions in this section G apply only to the ATB Investor Connect® Services and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this section G and the remaining terms of this Agreement, this section G will prevail to the extent of the inconsistency.
2. Through ATB Investor Connect®, you may access some of your Account documents by electronic means if you consent to the electronic delivery of your Account documents.
3. The types of documents that will be delivered electronically through ATB Investor Connect® include portfolio reports, income tax receipts, trade confirmations, Account statements and proxy-related materials that are delivered by us or those acting on our behalf, such as transfer agents (**Documents**). You can view the types of Documents that are available for electronic delivery from time to time by logging into ATB Investor Connect®.
4. By selecting “electronically” as your preferred delivery method for a Document type in ATB Investor Connect®, you are consenting to the electronic delivery of those Documents to you by us. You understand that all Documents delivered electronically hereunder will be made available or delivered through ATB Investor Connect®. You understand that in order to electronically receive the Documents that you have selected, that you must be registered to access ATB Investor Connect®. By providing your consent, you confirm that you possess the necessary resources to access the Documents that you have selected to be delivered electronically hereunder.
5. You may revoke your consent to receive any Documents electronically by selecting “paper” as your preferred delivery method. It may take up to 10 days for your preferences to be updated in our system. When you revoke your consent and change your delivery option to paper form, your Documents will be mailed to the last mailing address we have for you in our records.
6. The Documents will be made available to you through ATB Investor Connect®. Depending on your preferred notification method, we will either email you or post in Notifications to notify you that a Document is available to access on ATB Investor Connect®. Until such time as you close your Account with us, Documents are accessible for 7 years after they are posted on ATB Investor Connect®. You may print or save any Document made available through ATB Investor Connect® for your records.
7. You acknowledge that any Document delivered to you through ATB Investor Connect® is deemed to be delivered to you on the day such Document is available to access on ATB Investor Connect®, and not on the day that you actually review the Document. You agree that it is your responsibility to access your emails or Notifications, as applicable, for notifications and ATB Investor Connect® for Documents on a regular basis but, in any event, not less than once every 15 days. You understand and agree that we are



not responsible to you in any way for any losses you may suffer from your failure to review notifications to your email or posted in Notifications, as applicable, or Documents made available through ATB Investor Connect[®].

8. You agree to review each Document and must notify us in writing of any discrepancies, errors or omissions with respect to any information contained in the Document within 45 days from the date the Document is available to access on ATB Investor Connect[®], failing which the Document will be deemed to be conclusively correct and complete and will be binding upon you. In such case, we will be released by you from any claims in respect of the Document and no claim may be made by you against us for any item disclosed on the Document.
9. Documents may be provided in HyperText Markup Language (HTML), Portable Document Format (PDF), or other compatible formats. In order to access PDF documents, you must have Adobe[®] Acrobat[®] Reader software. This software is available for download at no cost at <http://www.adobe.com>. If you do not have the ability to access and retain both PDF and HTML documents, you will not be able to consent to electronic delivery of the Documents. By consenting, you confirm that your Device is equipped with Adobe Acrobat Reader. We do not own or operate Adobe Acrobat Reader software, and we are not responsible for this software.
10. We reserve the right to provide you with your Documents by paper delivery if we are unable to electronically deliver the Documents, have reason to believe you may not have received the Document, or otherwise consider it necessary. You agree to continue to notify us of any change to your mailing address as you are required to do by your Account Agreement, even if you have selected the electronic delivery of the Documents. Any Documents to be sent by paper delivery will be mailed to the last mailing address we have for you in our records.
11. If you provide an email address that is shared by multiple users, you acknowledge that any notifications sent to the email address, including notifications that Documents are available on ATB Investor Connect[®], may be seen by anyone with access to the email address. You are responsible for such a person receiving the notification.
12. The information contained on ATB Investor Connect[®] does not constitute a solicitation or an offer to buy or sell Securities or buy or sell products or services of ATBSI, ATBIM and/or our affiliates.

H. Different Availability, Software License and Mobile Applications

1. You understand that not all of the Services, functionality, features, content or information (including Live Chat, notices and legal and privacy terms) of the Site may be accessible or available if you access the Site using a Device other than a computer or laptop, or through any App. Access may also not be available outside of Canada. You agree to regularly access the Site using a computer or laptop in order to obtain the Services, functionality, features, content and information of the Site.
2. If you download the App to access any Services, functionality, features, content or information that we offer, then:
 - a. we grant to you a limited, revocable, non-exclusive and non-transferable license to the App in object code only and solely for the purpose of accessing any services (including the Services), functionality, features, content and information that we offer from time to time;



- b. we reserve all of the rights in and to the App and you obtain no ownership rights whatsoever, other than this license to use the App;
 - c. we accept no responsibility or liability whatsoever for your use of the App and will not be responsible for any damage that you may suffer from downloading or using the App whether under this Agreement or otherwise; and
 - d. we may suspend, discontinue or terminate this license at any time, for any reason, without notice to you. If we do provide you with notice, then you will immediately delete all copies of the App and any documentation in relation to it that is in your possession.
3. If you use the App:
- a. you must first be registered to access the Site; and
 - b. there may be important terms and conditions that are displayed only when you click on links or icons within the App. You must click on those links or icons and read the terms and conditions. You agree that by accessing and using the App that you are bound by those terms and conditions.

I. Copyright

- 1. ATB Financial either owns the intellectual property rights in the trademarks and logos, and all works including HTML codes, texts, images, audio clips, video clips, software and other content that is made available to you on the Site, or has obtained the permission of the owner of the intellectual property in such content to use the content on the Site. You acknowledge that all information made available to you on the Site is proprietary to ATB Financial or to the appropriate information supplier and is protected by copyright law and other applicable intellectual property laws.
- 2. You are permitted to use the content that is delivered to you through the Site only in connection with your access and use of the Services. Your right to use the Services is personal to you and not transferable. You may not:
 - a. copy, reproduce, republish, download, post, transmit, distribute, modify, or create derivative works of, in whole or in part, any portion of the Site or Services;
 - b. reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Site or Services or any third party applications incorporated into the Site or Services;
 - c. sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Site or Services;
 - d. distribute or provide copies of any portion of the Site or Services to third parties;
 - e. resell the use of the Site or Services;
 - f. use the Site or Services to provide services to any third parties; or
 - g. use the Site or Services as a platform for designing and creating a competing product or service.

J. Limitation of Liability

- 1. We will exercise the care, diligence and skill of a reasonably prudent person to ensure the integrity, confidentiality and security of your confidential investment and Personal Information. Notwithstanding any other provisions hereof, you release us, our affiliates, and each of our respective directors, officers,



employees, agents, successors and assigns from any liability for any losses you may suffer or breaches of your privacy, whether created by statute, contract, or your expectations, that may arise due to any third party gaining access to your confidential investment and Personal Information by intercepting or otherwise gaining access to your emails or to your profile through the Site. You further indemnify us, our affiliates, and each of our respective directors, officers, employees, agents, successors and assigns for any losses you may suffer due to any third party gaining access to your confidential investment and Personal Information by intercepting or otherwise gaining access to your emails or to your profile through the Site. In no event will we, our affiliates, and each of our respective directors, officers, employees, agent, successors and assigns be liable (even if negligent) for any consequential, incidental, indirect, special, economic, punitive or exemplary loss or damages.

2. We are not required to verify the identity of, or to confirm if any authority has been granted to, the user of your Credentials or any component of it.
3. We are not responsible for and we will not reimburse you for losses to your Account as a result of any Shared Access.
4. We will make every reasonable effort to ensure performance of the Services. Unless we are negligent, we are not liable for any loss, damages, costs, claims, expenses, harm or injury caused by:
 - a. electronic delivery malfunction or failure that affects the accuracy of the
 - b. Documents or timing of delivery of the Documents in connection with the ATB
 - c. Investor Connect[®] Services;
 - d. service malfunction or failure that affects the accuracy or timing of any functions; or system or Device error, failure, malfunction, unavailability or withdrawal, whether or not within or beyond its control.
5. There are no warranties or conditions, express or implied, with respect to the Services under this Agreement.
6. We are not responsible for acts or omissions of your Internet or mobile service providers.
7. Your access and use of the Site and Services is at your own risk. The Site and Services are provided on an “as is” and “as available” basis.

K. Termination, Discontinuance and Amendments

1. You may terminate access to the Site by providing us with notice. Upon termination you must immediately cease using the Site and the Services. The Site access will also be terminated upon the closure of the relevant Accounts. Neither termination nor discontinuance shall affect your liability or obligation under this Agreement.
2. We have the right to vary, discontinue or terminate elements of the Site or Services, in whole or in part, at any time without notice to you.
3. We may amend the terms and conditions of this Agreement at any time by posting a notice on the Site or 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 Site or Services after the later of either the notice or the date the amendment comes into effect, constitutes your consent to such amendments.



L. No Waiver

1. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part 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.

M. Notices

1. By registering to access the Site, you consent to receive communications, notices and messages (**Notices**) electronically from us and from our service providers working on our behalf to service your Accounts with respect to your use of the Services, by way of email, to the email address you have provided to us in connection with your profile on the Site. You agree to regularly review your emails for such Notices.
2. You agree to update your telephone number and email address in the event that it changes by updating your profile on the Site, or by calling us at 1-855-541-4387.
3. You may contact us if you wish to withdraw your consent to receive Notices electronically. When you withdraw your consent for such electronic Notices, all Notices will be sent to you by mail to the last mailing address we have for you in our records.

N. Privacy and Use of Your Personal Information

1. We will collect, use and disclose your Personal Information in accordance with ATB Financial's Collection, Use and Disclosure Statement (**Privacy Statement**). Details of our and ATB Financial's commitment to protecting our customers' privacy are set out in ATB Financial's Privacy Code (**Privacy Code**). Copies of the Privacy Statement and Privacy Code may be obtained at atb.com, from any ATB Financial branch, or by calling ATB Financial's Customer Care Centre at **1-800-332-8383**.
2. ATB Financial 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 Site. 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, Personal Information that is obtained through or entered into the Site may be stored in the United States of America. 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 Financial's Out of Canada Service Providers Statement at atb.com under the heading Privacy and Security.
3. We use third party web analytical tools to improve our products and services. When you use the Site, we may collect information about how you access the Site, including usage patterns and what content you downloaded. This information is measured for general statistics and does not reveal your individual identity.
4. If you have questions about the collection, use or disclosure of your Personal Information, you may contact ATB Financial's Privacy Officer by email to: PrivacyOfficer@atb.com, or by mail at:



ATB Financial Privacy Officer
Edmonton, Alberta T5J 0N3

#2100, 10020 – 100 Street,

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

O. Definitions and Interpretation

1. In this Agreement, unless the context requires otherwise:

- **Account** means any account with ATBIM or ATBSI, as applicable, for which you may access to use the Services.
- **Account Agreement** means all agreements, in paper or electronic form, between you and ATBIM or ATBSI, as applicable, governing your use of the Account.
- **App** means any software application that we offer to access the ATB Prosper™ Services that is specifically designed for use on Devices.
- **Application** means the application, in paper or electronic form, for the Account.
- **ATB Financial** is the parent company of ATBIM and ATBSI.
- **ATBIM** means ATB Investment Management Inc., a wholly owned subsidiary of ATB Financial and is registered with the Alberta Securities Commission.
- **ATB Investor Connect®** is a registered trademark of ATB Financial and is the secure web access/online portal that may be used by you to directly access the ATB Investor Connect® Services.
- **ATB Investor Connect® Services** means ATB Wealth™'s online services that are available from time to time on or through ATB Investor Connect®.
- **ATB Wealth™** is a registered trademark of ATB Financial.
- **ATB Prosper™** is a trademark of ATB Financial and is the secure website, including the App, as applicable, that may be used by you to directly access the ATB Prosper™ Services.
- **ATB Prosper™ Services** means ATB Wealth™'s online services that are available from time to time on or through ATB Prosper™.
- **ATBSI** means ATB Securities Inc., a wholly owned subsidiary of ATB Financial and a member of the Canadian Investment Regulatory Organization.
- **Credentials** means your Username, Password, Passkey, and/or passcode collectively referred to as your credentials
- **Device** means a computer, laptop, smartphone, mobile device, wireless device, wearable device, tablet, watch or any other electronic device that supports access to the Services and that we allow you to use to access the Services.
- **including** means including but not limited to.
- **Live Chat** means the communication point that you may access when accessing ATB Prosper where you and ATBSI may securely communicate with each other.
- **Notifications** means the notice centre in ATB Investor Connect®.
- **Passkey** allows you to securely log in to your ATB account without a password. You'll use the same biometrics you use to unlock your device such as your face or fingerprint.



- **Password** means any confidential combination of letters, numbers and characters that you select from time to time as a means of identifying you and enabling you to access the Site.
 - **Personal Information** means personal information as defined in Privacy Legislation.
 - **Privacy Legislation** means the Personal Information Protection and Electronic Documents Act (Canada) and the Personal Information Protection Act (Alberta) and includes National Instrument 33 102 as amended from time to time.
 - **Securities** has the same meaning as defined in the Securities Act (Alberta) as amended from time to time.
 - **Services** means the ATB Prosper™ Services and/or ATB Investor Connect® Services, as applicable.
 - **Site** means ATB Prosper™ and/or ATB Investor Connect®, as applicable.
 - **Username** means either a username or the email address that you select in accordance with our guidelines. Your Username must be used together with your Password to access the Services.
 - **We, us, and our** means ATBIM or ATBSI, as applicable.
 - **You and your** means the person or entity enrolled with us to access the Site and the Services.
2. 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.
 3. Headings used in this Agreement are for convenience only and do not affect its interpretation.
 4. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or void, that term will be severed from this Agreement and the remaining terms of this Agreement will continue in full force and effect modified only to reflect the severance of that term.
 5. This Agreement binds you, your successors and assigns, heirs, executors, administrators and legal representatives.
 6. This Agreement and all related documents have been drafted in the English language at the express request of the parties. Le present document ainsi que tous documents s’y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.