

# Cashco Account Info Terms and Conditions Booklet

This booklet contains the terms and conditions of your account. We've covered just about everything you could (or wouldn't) think of. If you have any questions, give us a shout at 1-844-541-4127.

## Legal Definitions

Here are the legal definitions of the things we talk about in this book.

**ABM:** Automated Bank Machine.

**Account:** Each of your Cashco transaction and savings accounts provided by ATB, whether existing now or you happen to open in the future.

**Agreement:** Your Cashco Account Info terms and conditions booklet. This Agreement is between you and ATB Financial and about your Account(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.

**Debit Card:** Your Cashco debit card that is issued by ATB that you use to make purchases, withdraw cash or otherwise access your Account.

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

**PIN:** The 4-6 digit number you enter for transactions using your Debit Card. You will be provided with a PIN when you get your Debit Card and you can change it whenever you like (the more often the better, to combat fraud).

**We, our, us, ATB:** ATB Financial

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

**Visa Debit\*:** The ability to use the VISA network to process certain debit transactions (including online shopping transactions, in-store international purchases and international ABM withdrawals where accepted) through your Account linked to your Debit Card.

**Visa Secure\*:** A service that provides you with increased security when you make online purchases with merchants who participate in the program.

*\* Trademark of Visa International Service Association and used under license.*



## About your Account

### Your Responsibility

This booklet contains 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 for your Account (one you got when you opened another Account), this Agreement officially replaces that one.

We rely on the information you give us. You promise that all of the information you provided to us 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 are responsible for. You'll find out more details about fees and some of the expenses that you might have to pay in this booklet. You can always check our current account fees at [CashcoFinancial.com](https://www.CashcoFinancial.com).

### Cashco Accounts

Cashco accounts, including your Account, are not subject to any other personal deposit account agreement that you may have with ATB. This Agreement also does not apply to any accounts with ATB, other than Cashco accounts.

## Personal information and privacy

We take your privacy seriously and are committed to maintaining the confidentiality of your personal information. Any personal information that we collect about you is subject to our Privacy Statement and Privacy Code. You can find the most current version of our Privacy Statement on [atb.com](https://www.atb.com). We will collect personal information about you for various reasons, including setting up and maintaining your Accounts and for meeting our legal obligations.

We will collect information reasonably required 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 will inform the relevant authorities where authorized or required by law.

You consent to us sharing information about your Accounts, including personal information about you, with Cashco so that Cashco can administer and assist you with your Accounts. Information that is maintained by or provided to Cashco is subject to Cashco's privacy policy, which is available at [CashcoFinancial.com/privacy](https://www.CashcoFinancial.com/privacy). If you withdraw your consent, then we will be unable to provide you with Cashco accounts and related services.



The personal information that CashCo PDL Inc. and its affiliated entities (in this section referred to as “**Cashco**”) collect in relation to establishing your Account will be used by ATB to maintain and operate your Account and to comply with our legal obligations. ATB uses service providers in the United States of America for the purpose of maintaining and storing your Debit card information.

If you have any questions or concerns about the personal information that is collected and retained by ATB, please take a look at the Privacy Statement or call us at 1-844-541-4127. Alternatively, you may write ATB’s privacy officer at:

ATB Financial Privacy Officer  
#2100, 10020 – 100 Street (Transit #115)  
Edmonton, Alberta T5J 0N3  
Email: [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com)

If you have any questions or concerns about the personal information that is collected and retained by Cashco, please contact Cashco by phone at 1-855-914-7940 or visit Cashco’s website at [CashcoFinancial.com](http://CashcoFinancial.com).

## Deposit your money

### Deposits

- You can deposit money into your Account anytime. Other people can deposit money into your Account, too. If we have concerns about the deposit, we can 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 will then debit your Account for the amount of that deposit. You’ll 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 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.

### Holds

If you deposit cash into an ABM, there may be a hold on that money until we verify that you deposited cash instead of a cheque.



Generally speaking, we place a hold on any Item 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".

*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 Debit Card at any ABM or store in Canada that has a debit machine with the Interac® symbol. If you have a Visa logo (in addition to the Interac logo) on your Debit Card, use your Debit Card at ABMs, stores, or to make online, mail order or telephone order purchases, anywhere (inside or outside of Canada) Visa or Plus is accepted\*
- Log into our mobile banking app
- Call our Customer Support Line at 1-844-541-4127
- Set up pre-authorized payments to pay bills
- Any other way we may have available for you now or in the future

*\* If you do not have a VISA logo on your Debit Card, but want to use VISA Debit, please visit your nearest branch or call us at 1-844-541-4127 to order a replacement Debit Card which will come VISA Debit enabled.*

All the various ways that you access your Account may be subject to other terms and conditions, such as with mobile 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.

### Debit Cards

**Debit Card:** We will give you a Debit Card with a PIN that you can use to access the money in your Account. The Debit 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.

**Expiry Date:** Your Debit Card has an expiry date and you agree not to use the Card past the date on the card. A new Debit Card will be reissued to you prior to the expiry date on the card.

Activate your re-issued Debit Card by using your PIN at any ATB location or ATB ABM. Your existing debit card will be deactivated once you have done a PIN enabled transaction at a retail location, at an ATB ABM with your new Card or if the date on your old card has passed.

Your re-issued Debit Card will come personalized (with your name on it), if you would like to receive a personalized card sooner, you can visit your nearest branch or call us at 1-844-541-4127.



**Withdrawing Cash:** You can use your Debit Card to withdraw cash at ABMs where *Interac* is accepted within Canada and those transactions will be processed through the *Interac* network. You will have to enter your PIN to use your Debit Card for all ABM withdrawals. You can also use your Debit Card to withdraw cash at ABMs internationally anywhere Visa or Plus is accepted, those transactions will be processed through the Visa network. You will have to enter your PIN to use your Debit Card for all ABM withdrawals

**Transactions (aka buying stuff):** While shopping in Canada, you can use your Debit Card to make point of sale (POS) purchases at stores that accept *Interac* - and to get cash back at stores that offer it. These transactions will be processed through the *Interac* network. If the store has “tap and go” or *Interac* Flash contactless payment terminals, your Debit 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 Debit 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 1-844-541-4127 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.

If you have the VISA logo on your Debit Card, you have VISA Debit which means your Debit Card can be used:

- a. to make in-store point of sale (POS) purchases anywhere Visa is accepted. These purchases may require chip and pin, signature and/or swiped depending on the merchant. POS purchases made in Canada will be processed through the *Interac* Network while POS purchases made outside of Canada will be processed through the Visa network.
- b. to make online purchases, mail or telephone orders through retailers that accept Visa Debit. These transactions will be processed through the Visa network.
- c. Your Debit Card can be used to make advanced purchases such as reserving hotels or car rentals, just know that the funds will be immediately taken from your Account by the Merchant and the final purchase amount may differ. These transactions will be processed through the Visa network.

If any Debit Card transaction places your Account Debit Card into a negative balance or you receive cash or a credit in error as a result of a system failure, malfunction or for any other reason, you agree to reimburse us for any amount owing immediately upon demand. If we allow you to go into a negative balance you must immediately repay the amount owed and We may also recoup the amount owed to us from any other Account in your name (including joint accounts) at ATB Financial.

**Pre-Authorized Payments:** You will be responsible for all preauthorized payments charged to the Account or those that are charged through the card number even after this Agreement has ended, a Debit Card is cancelled or your Account is closed. If a Debit Card is cancelled or your Account is closed, you must notify any merchants who have authorization to charge transactions to the Debit Card or Account closure. Merchants may be enrolled in services with the network for ATB Financial to automatically provide customer new card details including card number and expiry date to ensure that pre-authorized payments continue. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued.



**Keeping your PIN safe:** You should always keep your PIN safe because you're responsible for any transactions made on your Debit Card using your PIN. If we notice that your Debit Card has been compromised, or if you report your Debit Card lost or stolen, we'll place a hold on your Account and arrange to get you a new Debit Card. If this happens, then you'll need to choose a new PIN.

Change your PIN. Change it often, say, every month. Changing your PIN makes it harder for those who fiddle with pay terminals to get access to your Account.

And while you're motivated to help us thwart the fraudsters, here's some additional items:

- Don't make your PIN easy to guess like your birthday, your dog's name, your home address, or combinations that are easy-to-remember like 1-2-3-4 or 7-7-7-7.
- Cover the keypad when punching in your PIN.
- Don't give your PIN or Debit Card number to anyone.
- Don't write your PIN on your Debit Card.
- When you're using your Debit Card to make a purchase, don't let your card out of your sight.
- If you think a pay terminal has been altered (with an overlay or another piece of machinery added to it), call police.
- Put a monthly reminder in your calendar to change your PIN.
- You can change your PIN at any ATB ABM. It takes less than a minute.

You're thinking hassle? Maybe. But not compared to the alternative. If you have any questions, please give our Customer Support Line a call at 1-844-541-4127.

**Lost or stolen card or PIN:** Contact us as soon as you notice that your Debit Card is lost or stolen, or if you suspect that someone else may be using your Debit Card or may know your PIN. Once you tell us about the loss or theft, you are not responsible for any transactions that occur after you tell us. 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.

**Liability for Loss:** You are responsible for all authorized use of a valid Debit Card. You are liable for all losses that result:

- When you authorize someone else to use your Debit Card.
- When you make fraudulent or worthless deposits or transfers.
- From your use of your Debit Card when there are insufficient funds in the Account.
- From unauthorized transactions if you contributed to the unauthorized use. For example, if you voluntarily disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card had been lost, stolen or misused, or that someone else may know your PIN.

If you are liable, you agree that your liability for losses may exceed the credit balance or available funds if:

- The Account has a line of credit or overdraft protection or is linked with another account(s).



- A Debit Card transaction is made on the basis of a fraudulent deposit at an ABM. In this case, you acknowledge that we may have to create an overdraft, use overdraft protection, or if the Account is connected to a line of credit, we may charge the line of credit. You'll then be responsible for the amount of the transaction, plus any applicable fees and interest. You won't be held responsible if:
- You or a merchant make an error at a merchant's terminal (such as entering an incorrect purchase amount or completing a transaction twice).
- You make an error at an ABM (such as entering an incorrect deposit amount or forgetting to include the deposit). However, you will be liable for any resulting additional costs, such as additional service, NSF or interest charges.

You're also not liable for losses that result from:

- Circumstances that are beyond your control, including losses resulting from technical problems, our errors or other system malfunctions.
- Circumstances where you unintentionally contribute to unauthorized use, provided you cooperate with us in the investigation.
- The unauthorized use of the Debit Card after you've reported it to us as lost or stolen, where you have reported to us that the PIN may be known to someone else, or where the Debit Card is cancelled or expired.

**Interac Zero Liability Policy:** You're not liable for losses resulting from unauthorized *Interac* transactions (one in which your Debit Card and PIN are used to carry out a transaction as a result of you being tricked, forced, intimidated or robbed.)

**Visa Zero Liability Policy:** You're not liable for losses resulting from unauthorized Visa Debit transactions unless (a) we reasonably determine that you contributed to the unauthorized transaction;(b) you do not report to us any loss or theft of the Debit Card immediately upon becoming aware of such loss or theft; or (c) you do not notify us of any unauthorized transactions within a reasonable period of time of becoming aware of such transactions. For example, we may determine that contributed to an unauthorized transaction if you voluntarily disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card, or wrote the PIN on something kept close to the Debit Card.

However, you may be liable if we reasonably determine that you contributed to the unauthorized transaction. For example, if you don't follow the "keep your PIN safe" protocol, you voluntarily disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card or PIN had been lost, stolen or misused.

**Limits:** Typically, we set two different types of limits on your Account when you open it:

1. a limit on how much money you can take out at an ABM at any one time and throughout the day and
2. a limit on how much you can spend throughout the day using your debit card at stores or businesses.



These limits are in place to protect you from losses should the Debit 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 Alberta Cashco location, and we'll be happy to chat.

**Foreign currency transactions:** When you buy something with your Debit Card in a different currency, or use your Debit 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. For more information about exchange rates and conversions fees, please see [CashcoFinancial.com](http://CashcoFinancial.com).

Purchases are converted using an exchange rate determined by the applicable payment network and an additional conversion fee of 2.9% will be added to the amount of the foreign currency transaction.

ABM withdrawals are converted using an exchange rate that is set determined by processed by the applicable payment network and an additional conversion fee of 2.9% will be added to the amount of the foreign currency transaction.

Some transactions may not go through your Account on the same day that you make the transaction, 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 may not be the same as the exchange rate on the day that 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 will be responsible for the difference.

**Visa Secure:** If you have a Debit Card that is Visa Debit enabled, it automatically comes with the Visa Secure Service ("Visa Secure" or "the Service"). By using Visa Secure you confirm that you agree to comply with these provisions. When you use your Visa Debit Card for an online transaction, your transaction will go through the Visa Secure authentication process where it will be assessed for risk. At this point, you may be asked to enter a unique, one-time passcode (the "One-Time Passcode") to authorize your online purchase. The prompt will be sent to the mobile number and/or email associated with your Account. The purpose of these verification procedures is to confirm that you are the person who is engaging in the online transaction so as to reduce the incidence of fraud on your Account. Don't worry—you are not required to use the Visa Secure service, but if you don't respond to the prompt and enter your One-Time Passcode, we won't be able to complete your purchase with Visa Debit and you will need to use another form of payment.

**Access to the World Wide Web:** Please understand that in order to use the Visa Secure service, you need to have accessibility to the World Wide Web and you will be required to pay any related fees that may be associated with such access. Alerts or One-Time Passcodes sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area,



factors beyond our control or the control of your wireless carrier may interfere with message delivery, including your device, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that neither us or your wireless carrier guarantee that alerts will be delivered. Neither we nor wireless carriers are liable for delayed or undelivered messages.

**Your personal information:** We use your personal information to administer the Visa Secure service, for record keeping and reporting purposes and to resolve any transaction disputes we may have. We may also provide the personal information that we have about you in connection with your use of the Visa Secure service to law enforcement or regulatory authorities to allow them to investigate any suspected misuse of your security details.

**What you are responsible for:** Unless you are a victim of fraud, you are responsible for all of your transactions when you use the Visa Secure service. This means that you will be responsible for your use of the One-Time Passcode—please be sure to keep it safe—do not tell it to anyone and do not write it down anywhere.

**About our role:** We are not responsible if the Visa Service does not work because of things that are beyond our reasonable control and we do not make any guarantees in respect of the operation of the Visa Secure service. You should always be comfortable that you are making purchases from merchants you trust.

**Ending or Changing the Service:** The Service and the way it is used in relation to your Debit Card may be changed from time to time to reflect changes to Visa Secure made by Visa, payments security practice, technology/other systems, regulatory/ legal obligations, and/or our business priorities. Where practicable, we will give you reasonable notice of any major changes. We may also stop your ability to use the Visa Secure Service where we think that someone else is using or trying to use your Debit Card or your One-Time Passcode or is trying to make a purchase without your permission. We can also stop the Visa Secure service where we believe that either you or someone else is using the Visa Secure Service illegally or where we believe there is a possibility of any fraud.

**Viruses and Misuse of the Service:** You are responsible for making sure that your information technology, your computer programs and platform allow you to access the Service. You should always have virus protection software installed on your devices. When you use Visa Secure you are not allowed to misuse the Service. This includes, but is not necessarily limited to: (a) knowingly introducing viruses, trojans, worms, or other material that may be malicious or technologically harmful; (b) attempting to gain unauthorized access to the Service, any connected server, computer or database; or (c) attacking or attempting to attack the Service in any way.

**Problems with merchants:** If you have a problem with something you bought using your debit card, ATB is not responsible. A resolution must be reached between you and the specific merchant where the purchase was made.



## Spend your money

### Bill payments

You can pay many of your bills (such as electricity, water, internet, phone) using our mobile banking application, your new card details or at an ABM. It's a good idea to know your payees' rules in terms of when your account is credited with a payment that you make, 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:** The Cashco transaction account has the option to include overdraft protection. To apply for overdraft protection, talk to someone in your nearest Alberta Cashco location.

**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 overdraw your Account in the same ways as you can access funds in your Account, including by pre-authorized debit, making transfers, or using your Debit Card. We may allow or disallow transactions that for any reason would exceed your overdraft limit.

**Interest and fees:** You're charged a per-item fee and interest for overdraft protection if you use the service. You'll pay interest on your daily overdrawn balance, and we add up all of the daily interest charges to figure out how much interest you have to pay for that month. You'll find the interest rate and fees that we charged on your monthly Account statement. You can find our current fees and rates on [CashcoFinancial.com](https://www.cashcofinancial.com) or in any Alberta Cashco location.

**Payment:** At a minimum, every month—at the end of the month—you need to make sure you deposit into your Account enough money 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 non-payment. 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 this overdraft protection section of this Agreement, you will be in default of this Agreement and we can refuse to authorize transactions or can terminate the overdraft protection service without letting you know. If you are in default, when you do make any payment, we may decide not to apply the payment against interest first. 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 will 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 will still be responsible for repaying the overdrawn amount, plus any unpaid overdraft fees and interest.

## Overdrafts without overdraft protection

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 will have to repay the overdrawn amount immediately, and we will charge you our current overdraft fee (for overdrafts without overdraft protection) as well as interest at the overdraft interest rate. Visit [CashcoFinancial.com](https://www.cashcofinancial.com) or any Alberta Cashco branch for current rates and fees.

We'll calculate interest in the same way as if you had overdraft protection (so see "Interest and Fees" in the section right before this one).

## Stop payments

Contact us if you need to stop a payment on a cheque or preauthorized payment (like your gym fees or rent). That being said, there are some payments that we can't stop, such as a payment that's already cleared your Account, or where we don't have sufficient time to stop that payment for you. So make sure you come to us as soon as possible and with the exact details about the payment you're trying to stop.

## Share your account

## Account instructions

**Giving us instructions:** There are a number of ways to give us instructions on your Account (like to make a payment from your Account, apply for or cancel overdraft protection or to request paperless statements), including at Alberta-based Cashco branches, by telephone, or mobile banking.

- In some cases we will accept instructions by email or fax, but please note that email and fax aren't secure and we can't guarantee when we'll read the communication.
- We will 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.



- We will 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.

## Estates and Powers of Attorney

If you or one of you dies, we will need estate documentation from the estate representative to figure out what to do with the Accounts. Once we have the estate documentation that we ask for, then we will release the funds in the Account. We may ask for the death certificate and a will, or ask for a grant of probate. 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

The Cashco transaction account includes a number of transactions and services for a monthly fee. 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 included in your monthly service fee. Those 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 [CashcoFinancial.com](https://www.cashcofinancial.com) or in any Alberta Cashco 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 will 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 will 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 more details.

## Interest

Some of our accounts pay interest, and 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 0%), and we aren't required to notify you when they change. So check out [CashcoFinancial.com](https://www.cashcofinancial.com) or visit an Alberta Cashco branch to see our current interest rates.



## Keep track of your money

### Paperless statements

When it's available, if that's how you choose to receive your monthly statements, 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

We will mail a paper statement addressed to the account holder on our records, unless paperless statements are selected and available. The statement will be mailed to the mailing address that we have in our records for the Account.

## 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 will 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.

### Notices

Notices about your Account will be sent electronically to the email address we have for you on our records. Notices sent by email will be deemed to have been received by you when sent from our system. We may still send you notices by mail; they will be addressed to the account holder on our records and sent to the mailing address that we have in our records.

If you need to make a change to your contact information, send us a written notice, visit your local Alberta Cashco branch, or call our Customer Support Line at 1-844-541-4127.



## Inactive accounts and unclaimed balances

When there hasn't been activity on your Account for a year, it's considered Inactive. When your Account is inactive, you may have limited access to the funds in your Account.

According to the Alberta Treasury Branches Regulation balances are designated as Unclaimed (after two years of inactivity); we will notify you if this is the case. If not acknowledged by the owner the funds will (depending on the amount in the Account) either be paid to the Province of Alberta or retained by ATB. If that happens, rest assured that you are still able to claim your money from us or from Alberta Finance, even if we have transferred it.

- (i) For Accounts with balances under \$250 (Canadian or equivalent), we'll keep the funds if they're not claimed within five years from the date of the last transaction on your Account.
- (ii) For Accounts with balances of \$250 or greater (Canadian or equivalent), the money will be sent to the Province of Alberta if not 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 will 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 is amiss, let us know so we can look into it for you.

If you find an error, you must notify us within 60 days of the date a transaction or Item was either posted to your Account or missed, if you wish to dispute it. 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. Despite this, we may 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 judgement 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 judgement against you in an Alberta Court, the judgement will be in Canadian dollars. The judge will use an exchange rate in place on the date of the judgement to determine the amount due to us in Canadian dollars. If on the date you pay us, the amount of the judgement 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 are not part of this Agreement and don't form part of the terms and conditions in this Agreement.

## Ending This Agreement

Either of us can end this Agreement by notifying the other of our desire to do so. 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 will still be responsible for all of your obligations under this Agreement until all amounts owing are paid in full and 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 will 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 did not 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 does not mean that we are waiving those rights for any future situation, whether similar or not.

### Outstanding debts and Legal costs

In any situation where we are enforcing the terms and conditions of this Agreement, if we incur legal costs in doing so, then you will 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 Account, then we will comply with that demand. We will 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

Your feedback is always welcome, as it's our mandate to continually find ways to make banking work for people. You can give us feedback in any Alberta Cashco branch or through our Customer Support Line at 1-844-541-4127. You can also contact us at [CashcoFinancial.com](https://www.cashcofinancial.com).

