

Terms of Use (including Privacy Policy)

PLEASE CAREFULLY READ THESE TERMS OF USE!

(Updated on May 8, 2019)

Welcome to

<https://nexus.atb.com/>!

These Terms of Use describe the terms and conditions applicable to your access and use of the website, <https://nexus.atb.com/> (“**Site**”).

This document is a legally-binding agreement between you as the user(s) of the Site (“**you**”, “**your**” or “**User**”) and ATB Financial, previously known as Alberta Treasury Branches (“**we**”, “**our**” or “**ATB Financial**”).

1. Application and Acceptance of the Terms

1.1 Your use of the Site and ATB Financial’s services, software and products (“**Services**”) is subject to the terms and conditions contained in this document as well as:

- (a) the Privacy Policy; and
- (b) any other rules and policies of the Site that ATB Financial may publish from time-to-time.

This document and such other rules and policies of the Site are collectively referenced below as the “**Terms**”.

By accessing the Site or by using the Services, you agree to accept and be bound by the Terms. Do not use the Site or the Services if you do not accept all of the Terms.

1.2 You may not accept the Terms and may not use the Services if:

- (a) you are not of legal age to form a binding contract with ATB Financial; or
- (b) you are not permitted to receive any Services under the laws of Alberta, Canada or other international countries / regions, including the country / region in which you are resident or from which you use the Services.

1.3 You acknowledge and agree that ATB Financial may amend any Terms, at any time, by posting the relevant, amended and restated Terms on the Site.

By continuing to use the Site or the Services, you agree that the amended Terms will apply to you.

1.4 ATB Financial has posted or provided a version of the Terms in the English language.

You agree that the English language version of the Terms will govern your use of the Site and the Services.

1.5 You may be required to enter into a separate agreement, whether online or offline, with ATB Financial for any Service (“**Additional Agreements**”).

If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service concerned.

1.6 The Terms may not be modified except in writing by an authorized officer of ATB Financial.

2. Provision of Services

2.1 You must register as a member on the Site in order to access and use some Services.

ATB Financial reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users or subject to other conditions that ATB Financial may impose in our discretion.

2.2 No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users.

ATB Financial may, in our sole discretion, limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.3 ATB Financial may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that, in the case of fee-based Services, such changes

will not substantially adversely affect the paying Users in enjoying the Services.

2.4 Some Services may be provided by ATB Financial's affiliates, on behalf of ATB Financial.

3. Users Generally

3.1 As a condition of your access to and use of the Site or Services, you agree that you will comply with all applicable laws and regulations when using the Site or Services.

3.2 You agree to use the Site or Services solely for your own private and internal purposes. You agree that:

(a) you will not copy, reproduce, download, republish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Site ("**Site Content**"); and,

(b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with ATB Financial, or you will not otherwise commercially exploit the Site Content.

Systematic retrieval of Site Content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from ATB Financial is prohibited.

Use of any content or materials on the Site for any purpose not expressly permitted in the Terms is prohibited.

3.3 ATB Financial will collect, use and disclose your personal information in accordance with its:

- (a) Privacy Code;
- (b) Privacy Statement; and
- (c) Out of Canada Service Providers

Statement (collectively, "**Privacy Policy**").

You can access ATB Financial's Privacy Policy by its website www.atb.com, under the heading Privacy and Security.

In the event that you have any questions about ATB Financial's collection, use or disclosure of your personal information, you may contact its Chief Privacy Officer:

PrivacyOfficer@atb.com
#2100, 10020 – 100 Street
Edmonton, AB, Canada T5J 0N3
1-800-332-8383

You must read ATB Financial's Privacy Policy which governs the protection and use of personal information about Users in the possession of ATB Financial and our affiliates.

You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

3.4 ATB Financial may allow Users to access content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), application program interface or otherwise to such third parties' websites.

You are cautioned to read such websites' terms and conditions and / or privacy policies before using such website(s).

You acknowledge that ATB Financial has no control over such third parties' websites, does not monitor such websites, and shall not be responsible or liable to anyone for such websites, or any content, products or services made available on such websites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of ATB Financial and / or any other User, nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of ATB Financial's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any information, content or material ("**User Content**") on the Site or providing any User Content to ATB Financial or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to ATB Financial to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology, now known or not currently known, in any manner and for any purpose which may be beneficial to the operation of the Site, the provision of any Services and / or the business of the User.

You confirm and warrant to ATB Financial that you have all the rights, power and authority necessary to grant the above license.

4. Member Accounts

4.1 A User must be registered on the Site to access or use some Services (a registered User is also referred to as a "**Member**" below).

Except with ATB Financial's approval, one User may only register one member account on the Site.

ATB Financial may cancel or terminate a User's member account if ATB Financial has reasons to suspect that the User has concurrently registered or controlled two or more member accounts.

Further, ATB Financial may reject a User's application for registration for any reason.

4.2 Upon registration on the Site, ATB Financial shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User.

An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account.

Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password, and for all activities that occur under your account.

No Member may share, assign, or permit the use of your Member account, ID or password by another person outside of the Member's own business entity.

Member agrees to notify ATB Financial immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all activities that occur under your account (including, without restriction, posting any company or product information, clicking to accept any Additional Agreements or rules, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to ATB Financial or other Users of the Site.

Member shall indemnify ATB Financial, our affiliates, directors, employees, agents and representatives against any loss or damages (including, without restriction, loss of profits) suffered as a result of the multiple use of your account.

Member also agrees that, in case of the multiple use of your account or Member's failure to maintain the security of your account, ATB Financial shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that:

(a) you have full power and authority:

- (i) to accept the Terms;
 - (ii) to grant the license and authorization; and
 - (iii) to perform the obligations hereunder;
- (b) you use the Site and Services for business purposes only; and,
- (c) the address you provide when registering is the principal place of business of your business entity.

For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products / services as part of the registration process on the Site or your use of any Service or the member account.

Each Member represents, warrants and agrees that:

- (a) such information and material, whether submitted during the registration process or thereafter throughout the continuation of the use of the Site or Services, is true, accurate, current and complete; and
- (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize ATB Financial and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that:

- (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display;
- (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party (“**Third Party Rights**”);
- (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights; and,
- (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content you submit, post or display shall:

- (a) be true, accurate, complete and lawful;
- (b) not be false, misleading or deceptive;
- (c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- (d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (e) not violate any other Terms or applicable Additional Agreements;
- (f) not violate any applicable laws and regulations (including, without restriction, those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;
- (g) not contain any link directly or indirectly to any other website which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall / are:

- (a) carry on your activities on the Site in compliance with any applicable laws and regulations;

- (b) conduct your business transactions with other users of the Site in good faith;
- (c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- (d) not use the Sites or Services to defraud any person or entity (including, without restriction, sale of stolen items, use of stolen credit / debit cards);
- (e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- (f) not engage in spamming or phishing;
- (g) not engage in any other unlawful activities (including, without restriction, those which would constitute a criminal offence, give rise to civil liability, etc.) or encourage or abet any unlawful activities;
- (h) not involve attempts to copy, reproduce, exploit or expropriate ATB Financial's various proprietary directories, databases and listings;
- (i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- (j) not involve any scheme to undermine the integrity of the data, systems or networks used by ATB Financial and / or any user of the Site or gain unauthorized access to such data, systems or networks;
- (k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and,
- (l) not engage in any activities that would otherwise create any liability for ATB Financial or our affiliates.

5.7 Member may not use the Services and member account to engage in activities which are identical or similar to ATB Financial's e-commerce marketplace business.

5.8 If Member provides a business reference, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from your business partners and associates to:

- (a) act as your business reference;
- (b) post and publish their contact details and information, reference letters and comments on their behalf; and,
- (c) that third parties may contact such business references to support claims or statements made about you.

You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business references without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for ATB Financial's provision of the Services, evaluating whether Member has breached the Terms and / or handling any complaint against the Member.

If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, ATB Financial shall not be obliged to extend the relevant service period nor shall be liable for any loss or damages arising from such delay, suspension or termination.

5.10 Member acknowledges and agrees that ATB Financial shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or material or information created, obtained or accessible through the Site or Services.

ATB Financial does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Member.

Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

5.11 Member acknowledges and agrees that the Services may only be used by businesses and their

representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the Site and Services are in compliance with the same.

6. Breaches by Members

6.1 ATB Financial reserves the right, in our sole discretion, to remove, modify or reject any User Content that you submit to, post or display on the Site which we reasonably believe is unlawful, violates the Terms, could subject ATB Financial or our affiliates to liability, or is otherwise found inappropriate in ATB Financial's sole opinion.

6.2 If any Member breaches any Terms, or if ATB Financial has reasonable grounds to believe that a Member is in breach of any Terms, ATB Financial shall have the right to take such disciplinary actions as it deems appropriate, including, without restriction:

- (a) suspending or terminating the Member's account and any and all accounts determined to be related to such account by ATB Financial in its sole discretion;
- (b) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service;
- (c) removing any product listings, bid opportunities or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings, bid opportunities or User Content that the Member may post or display;
- (d) imposing other restrictions on the Member's use of any features or functions of any Services as ATB Financial may consider appropriate in its sole discretion; and,
- (e) any other corrective actions, discipline or penalties as ATB Financial may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- (a) upon complaint or claim from any third party, ATB Financial has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including, without restriction, where the Member has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items a Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- (b) ATB Financial has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- (c) ATB Financial has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading; or,
- (d) ATB Financial believes that the Member's actions may cause financial loss or legal liability to ATB Financial or our affiliates or any other Users.

6.4 ATB Financial reserves the right to cooperate fully with governmental authorities, private investigators and / or injured third parties in the investigation of any suspected criminal or civil wrongdoing.

Further, ATB Financial may disclose the Member's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.

ATB Financial shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against ATB Financial for such disclosure.

6.5 If a Member is in breach of the Terms, ATB Financial also reserves the right to publish the records of such breach on the Site.

If such breach involves or is reasonably suspected of involving dishonest or fraudulent activities, ATB Financial also reserves the right to disclose the records of such breach to our affiliates.

Such ATB Financial affiliates may impose limitation on, suspend or terminate the Member's use of all or part of the services provided by such affiliates to the Member, take other remedial actions, and publish the records about the Member's breach of the Terms on the websites operated by or controlled by such ATB Financial affiliates.

6.6 ATB Financial may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of the Site or any Services without being liable to the Member if ATB Financial has received notice that the Member is in breach of any agreement or undertaking with any ATB Financial affiliate and such breach involves or is reasonably suspected of involving dishonest or fraudulent activities.

ATB Financial shall have the right to publish the records of such breach on the Site.

ATB Financial shall not be required to investigate such breach or request confirmation from the Member.

6.7 Each Member agrees to indemnify ATB Financial, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including, without restriction, legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your use of the Site or Services, or from your breach of the Terms.

6.8 Each Member further agrees that ATB Financial is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted over the Site, including, without restriction, fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Member.

ATB Financial reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with ATB Financial in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Site, ATB Financial may provide electronic web-based platforms for exchanging information between buyers and sellers of products and services.

For any Services, ATB Financial does not represent either the seller or the buyer in specific transactions.

ATB Financial does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site or the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences.

ATB Financial uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Site.

However, because user verification on the Internet is difficult, ATB Financial cannot and does not confirm each User's purported identity (including, without restriction, paying Members).

ATB Financial encourages you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3 Each User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions in connection with using the Site or Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Site.

Such risks shall include, without limitation, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract and transportation accidents.

Such risks also include the risks that the manufacture, importation, export, distribution, offer, display, purchase, sale and / or use of products or services offered or displayed on the Site may violate or may be asserted to violate Third Party Rights, and the risk that User may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants.

Such risks also include the risks that consumers, other purchasers, end-users of products or others claiming to have suffered injuries or harms relating to products originally obtained by Users of the Site as a result of purchase and sale transactions in connection with using the Site may suffer harm and / or assert claims arising from their use of such products.

All of the foregoing risks are hereafter referred to as "**Transaction Risks**".

Each User agrees that ATB Financial shall not be liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any Transaction Risks.

7.4 Users are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site or Services, including, without restriction, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

7.5 User agrees to provide all information and materials as may be reasonably required by ATB Financial in connection with your transactions conducted on, through or as a result of use of the Site or Services.

ATB Financial has the right to suspend or terminate any User's account if the User fails to provide the required information and materials.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify ATB Financial (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including, without restriction, any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ATB FINANCIAL ON OR THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ATB FINANCIAL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT RESTRICTION, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATB FINANCIAL MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE; ATB FINANCIAL DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND / OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITE DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ATB FINANCIAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITE.

8.3 Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to ATB Financial's computer system or loss of data that may result from the download of any such material.

No advice or information, whether oral or written, obtained by any User from ATB Financial or through or from the Site shall create any warranty not expressly stated herein.

8.4 The Site may make available to a User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products.

In no event shall ATB Financial and our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save ATB Financial, our affiliates, directors, officers and employees harmless, from any and all losses, claims and liabilities (including, without restriction, legal costs on a full indemnity basis) which may arise from such User's use of the Site or Services (including, without restriction, the display of such User's information on the Site) or from your breach of any of the terms and conditions of the Terms.

Each User hereby further agrees to indemnify and save ATB Financial, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims and liabilities (including, without restriction, legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to ATB Financial, including, without restriction, those set forth in Section 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save ATB Financial, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims and liabilities (including, without restriction, legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Site.

Each User hereby further agrees that ATB Financial is not responsible and shall have no liability to you, for any material posted by others, including, without restriction, defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User.

ATB Financial reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with ATB Financial in asserting any available defenses.

8.7 ATB Financial shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including, without restriction, damages for loss of profits or savings, business interruption or loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- (a) the use or the inability to use the Site or Services;
- (b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Site;
- (c) violation of Third Party Rights or claims or demands that User's manufacture, importation, export, distribution, offer, display, purchase, sale and / or use of products or services offered or displayed on the Site may violate or may be asserted to violate Third Party Rights;
- (d) claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- (e) unauthorized access by third parties to data or private information of any User;
- (f) statements or conduct of any User of the Site; or,
- (g) any matters relating to Services howsoever arising, including, without restriction, negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of ATB Financial, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the use of the Site or Services during any calendar year shall be limited to the greater of:

- (a) the amount of fees the User has paid to ATB Financial or our affiliates during the calendar year; and,
- (b) the maximum amount permitted in the applicable law.

This shall not preclude the requirement by the User to prove actual damages.

All claims arising from the use of the Site or Services must be filed within two (2) years from the date the cause of action arose or such longer period as prescribed under any applicable law governing these Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not ATB Financial has been advised of or should have been aware of the possibility of any such losses arising.

9. Force Majeure

9.1 Under no circumstances shall ATB Financial be held liable for any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or cause beyond our reasonable control, including, without restriction, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

10. Intellectual Property Rights

10.1 ATB Financial is the sole owner or lawful licensee of all the rights and interests in the Site and the Site Content.

The Site and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws.

All title, ownership and intellectual property rights in the Site and Site Content shall remain with ATB Financial, our affiliates or licensors of the Site Content, as the case may be.

All rights not otherwise claimed under the Terms or by ATB Financial are hereby reserved.

10.2 "ATB Financial", and related icons and logos, are registered trademarks or trademarks or service marks of ATB Financial, previously known as Alberta Treasury Branches and are protected under applicable copyright, trademark and other proprietary rights laws.

The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 ATB Financial may have independent third parties involved in the provision of the Services (e.g., the authentication and verification service providers).

You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon ATB Financial shall be made in writing and sent to ATB Financial personally, by courier, or by certified mail to the following entity and address:

ATB Financial, previously known as Alberta Treasury Branches
Attention: Director – Strategic Markets, Business & Agriculture
2100, 10020 – 100th Street NW
Edmonton, AB, Canada T5J 0N3
Cc. Legal Services

The notices shall be effective when they are received by ATB Financial in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or by email to the last-known correspondence, fax or email address provided by the User to ATB Financial, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge.

Notice to a User shall be deemed to be received by such User if and when:

- (a) ATB Financial is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User; or,
- (b) immediately upon ATB Financial posting such notice on an area of the Site that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that ATB Financial sends to you electronically satisfy the legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and ATB Financial with respect to and govern your use of the Site and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 ATB Financial and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

12.5 ATB Financial's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of ATB Financial's right to act with respect to subsequent or similar breaches.

12.6 ATB Financial shall have the right to assign the Terms (including, without restriction, all of our rights, titles, benefits, interests, and obligations and duties in the Terms) to any person or entity including, without restriction, any affiliates of ATB Financial.

You may not assign, in whole or part, the Terms to any person or entity.

12.7 The Terms shall be governed by the laws of Alberta, Canada and the parties to the Terms agree to submit to the exclusive jurisdiction of the Courts of Alberta, Canada.