

These Terms and Conditions (the “Terms”) govern your use of The Entrepreneur Centre (the “Centre”) including your use of www.atbentrepreneurcentre.com and www.atbentrepreneurcentre.ca (collectively, the “Website”). Use of the Centre, or any information, services, or content distributed through or in conjunction with or made available via the Centre or the Website (collectively, the “Services”) is offered to you conditional on your acceptance of these Terms. In the event of any inconsistency between these Terms and anything on the Website or conveyed to you as part of the Services, these Terms shall prevail in the absence of specific wording to the contrary.

By accessing the Centre or the Website or using the Services you are acknowledging that you have read and agree to be bound by these Terms. If you do not acknowledge and agree with the above, you may not access or use the Centre, the Website, or the Services.

BECAUSE THESE TERMS IMPOSE LEGAL AND BINDING OBLIGATIONS ON YOU, IT IS IMPORTANT THAT YOU READ THEM CAREFULLY.

Terms of Use

ATB Financial (“ATB”) has the right, at its sole discretion, to change these Terms at any time. You will be notified of any changes by a posting on the Website or at the Centre, orally, or via e-mail. Any changes are effective upon the first time you use the Services or access the Centre or the Website subsequent to such posting or notification, and any such use constitutes your acceptance of all changes. If you do not agree to all of the changes, you must stop using the Services and accessing the Centre and the Website immediately. These Terms and Conditions were last modified on April 15, 2016.

ATB also has the right, in its sole discretion and at any time, to modify or discontinue (with respect to an individual user or all users, and in whole or in part) the Website, the Services and the Centre, with or without notice to you, and ATB will not be responsible or liable, directly or indirectly, to you or any other person in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such action.

Acknowledgements

You acknowledge that, when using any of the Services, any and all information made available to you is provided as of the date given, and ATB has no obligation to advise you of any subsequent changes. In addition, such information is provided solely for your own use, and not for purposes of resale, distribution, public display or performance, or any other uses by you in any manner whatsoever.

No Representations

ATB makes no representations or warranties, either express or implied, of any kind with respect to the Services including, without limitation and to the extent permitted by law, the implied conditions or warranties of merchantability and fitness for a particular purpose, or any representations or warranties arising by operation of law or from a course of dealing or trade usage.

DISCLAIMER

While ATB believes that all information provided to you in connection with the Services is accurate, ATB does not guarantee and makes no representation as to its accuracy, timeliness, reliability, or completeness. Any use of or reliance upon such information is entirely at your own risk, and ATB shall not be responsible or liable, directly or indirectly, in any way for any loss, damages, or costs of any kind incurred as a result of, or in connection with, your use of, reliance on, or the availability (or lack thereof) of the Centre or any of the Services.

Remedies for Violations

ATB reserves the right to seek all remedies available at law and in equity for violations, or for suspected violations, of these Terms, including but not limited to the right to block access to the Centre, the Website, or the Services.

Privacy and Personal Information

ATB may collect, use and disclose your personal information for the purpose of providing the Services in accordance with ATB's Privacy Policy found at www.atb.com under the heading "Privacy and Security". Details of ATB's commitment to protecting our customer's privacy are set out in ATB's Privacy Code, which is also available online at www.atb.com. Personal information that is collected, used or disclosed for your use of the Services may be stored in the United States. You may access ATB's Out of Canada Service Providers Statement at www.atb.com under the heading Privacy and Security. If you have questions about the collection, disclosure or use of your personal information outside Canada, you may contact ATB's Chief Privacy Officer at (780) 408-7588 or by e-mail at: PrivacyOfficer@atb.com.

You acknowledge that any information disclosed, transferred, stored and/or processed outside of Canada will be subject to legal requirements in the applicable foreign country(ies), including lawful requirements to disclose information to government authorities in such countries.

Confidentiality and Transmissions over the Internet

The transmission of data or information (including communications by e-mail) over the internet or other publicly accessible networks is not secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, ATB does not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the internet or other publicly accessible networks, including without limitation transmissions involving the exchange of e-mail with ATB containing your personal information.

Proprietary Rights

Certain names, words, titles, logos, icons, graphics or designs used in connection with the Centre or the Services are trade names, registered or unregistered trademarks or service marks ("Trademarks") of ATB and/or its subsidiaries or third parties and used under license by ATB and/or its subsidiaries. The display of Trademarks does not constitute the granting of any license to you or anyone else, and all of ATB's rights with respect to the Trademarks are expressly reserved. A full listing of ATB's Trademarks is available on www.atb.com.

Indemnification by User

You agree to indemnify ATB, its directors, officers, employees, agents, subsidiaries and affiliates against all claims, proceedings, damages, costs (including legal fees and disbursements on a solicitor and client basis), expenses and liabilities directly or indirectly incurred by or taken against any of them which directly or indirectly, without limitation, are the result of (i) your breach of these Terms, (ii) any wilful misconduct or wrongful or negligent action by you, or (iii) any misrepresentation (whether intentional or otherwise) by you in any communication to ATB in relation to the Services.

Third Party Service Providers

The provision of certain Services may be dependent on ATB's ability to provide or obtain access to third party networks or systems. ATB may (in its own and absolute discretion) engage or change third parties used to facilitate all or part of a Service. When ATB engages third parties, ATB may disclose, subject to appropriate confidentiality arrangements, any information it holds about you as is necessary to provide the Services.

You acknowledge and agree to the use of such third parties, and that the use of such third parties is subject to their terms and conditions of use and privacy policies. ATB makes no warranties or conditions (express or implied) concerning such third parties or any product or services offered or performed thereby and is not responsible for any of their actions or inactions. ATB may, in its sole discretion, delegate any duties or rights under these Terms to any other person, and ATB may make any changes to such delegation as it sees fit.

General

These Terms incorporate by reference all notices and disclaimers contained in the Services or on the Website and, except for any agreements with ATB that expressly reference these Terms, constitute the entire agreement between you and ATB with respect to access to, and use of, the Services. Except as specifically set forth herein, these Terms supersede any prior agreements, including prior oral and/or written statements or representations not contained herein, between you and ATB relating to the Services.

If any portion of these Terms shall for any reason be declared or deemed invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect. No term or provision of these Terms shall be deemed waived by ATB and no breach excused unless such waiver or consent is in writing and signed by ATB. Any consent by ATB to, or waiver of, a breach, whether expressed or implied, shall not constitute waiver of or excuse for any other or subsequent breach.

These Terms are governed by an interpreted in accordance with the laws of the Province of Alberta and you agree to submit to the jurisdiction of the Courts of Alberta.

Any electronic communications between you and ATB will be given the same legal effect as written and signed paper communication. You further agree that all electronic copies of communications are valid and that you will not contest the validity of any electronic copies of communications you send or receive to or from ATB in relation to the Services. ATB is entitled to retain and store records, documentation and information respecting the Services in any manner that it determines in its sole discretion.