

# Little book of Personal Line of Credit info

(Or, the Personal Line of  
Credit terms and conditions)



**Lines of credit are a smart way to borrow.** They let you finance everyday purchases and larger purchases like a car or home renovations, helping you get more out of life. They also grant you peace of mind and convenience by giving you access to a little extra money when you need it. But before you start putting it to work for you, we want to share all the details about your Personal Line of Credit so you feel comfortable and enjoy everything it makes possible.

This guide will walk you through most of what you need to know, but if you ever have questions, we're always here to help. Just pop by a branch or give us a call at **1-866-964-1947**.

## Terms and conditions

These are the terms and conditions that apply to your Personal Line of Credit. It's to your benefit if you take the time to understand what everything means so you can get more from your Personal Line of Credit.

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### The quick version

#### Here's the nuts and bolts of what you need to know:

We promise to provide you with your Personal Line of Credit Account and all of the services described in this Agreement. You promise to make your payments on your Personal Line of Credit on time and in the amounts specified by your Personal Line of Credit Agreement, and to let us know if there are any issues or concerns with meeting that obligation. And it's important we both keep these promises, to keep things working the way they should.

1. We take your privacy seriously. That's why we keep any and all personal information private and confidential. Any personal information we collect about you is subject to our Privacy Statement and Privacy Code, which is designed to protect your personal information under privacy laws, including Alberta's Personal Information Protection Act. For more on why we collect your personal information, how we use and protect it, the situations when we may share it and how you can request access to your own personal information, you can pick up a copy of our Privacy Statement at any branch or on [atb.com](http://atb.com). It's a fun read too!
2. You can get all the details on your credit limit, your Customer Card, interest rates, fees, holds, security and covering your butt with Loan Protection by reading on in this booklet or dropping by a branch.
3. There are lots of ways to manage your Personal Line of Credit account with us including logging in to online banking or our mobile banking app, using your Customer Card, calling our Customer Care Centre, using our Telephone Banking System, using cheques, and by coming in to our branches.
4. Always keep your Customer Card PIN safe by keeping it private. Don't share it with anyone, no matter how nicely they ask!
5. If you suspect fraud on your Personal Line of Credit account, or you've lost your Customer Card or cheques, contact us immediately at any branch or by calling **1-800-332-8383**.
6. We expect that you make at least the minimum monthly payment on your Personal Line of Credit account every Statement Period. If you agreed to pay interest each month, the minimum monthly payment will be, at least, the interest that accumulated during that month. If you can, consider making a larger payment to save money on interest payments.
7. You can choose between paperless and paper statements—whatever makes sense for you.
8. If you have a joint Personal Line of Credit account, you'll need to make sure you know what each of you is doing with the Personal Line of Credit account you share. This is important because each Personal Line of Credit Account holder (individually and together) is fully responsible for the Personal Line of Credit account.
9. If you have any questions or concerns about your Personal Line of Credit account, please call us at **1-800-332-8383** or drop by any ATB branch.

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### Feedback

## Legal definitions

You shouldn't need a law degree to understand the definitions that apply to your Account. That's why we've put together this handy listing of all the terms you need to know to make sure we're all on the same page when it comes to your Personal Line of Credit:

### **ABM**

An automated bank machine.

### **Account**

Your Personal Line of Credit account. This is the account you can use to borrow money for all the things you want to do or get. It's where the money comes from and needs to be paid back into.

### **Agreement**

It's this thing you're reading right now, which we call the Little book of Personal Line of Credit Info: aka your ATB Personal Line of Credit terms and conditions, your Personal Line of Credit Agreement and the Rate and Fee Schedule.

### **Customer Card**

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

### **Item**

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

### **Personal Line of Credit Agreement**

Means the agreement, in paper or electronic form, setting out the terms of the Account to which you have agreed, in writing, verbally or electronically, and for which you have been approved by ATB.

### **PIN or Personal Identification Number**

The 4-6 digit number that you enter for transactions using your Customer Card. You'll set your PIN when you get your Customer Card and you can change it whenever you like. (The more often the better, to combat fraud). And whatever you do, don't share it. Not with your mom, your significant other—no one.

### **Prime Lending Rate or Prime**

The rate of interest established by ATB to determine how much interest will be charged on Canadian dollar loans. This is what is commonly known as our Prime Lending Rate. All banks have one.

### **Rate and Fee Schedule**

The fees, interest rates and charges that apply to various types of accounts. The Rate and Fee Schedule is part of this Agreement and we may (and do) change it as required.

### **Statement**

That document that you receive that outlines how you've used your Account during the Statement Period, showing how much you've spent, paid back and continue to owe.

### **Statement Period**

The period starting from the balance forward date and ending on the closing balance date set out on that Statement. Basically, this is the period of time that your Statement is summarizing.

### **We, our, us, ATB and ATB Financial**

ATB Financial, previously Alberta Treasury Branches. When you see those terms, you know we're talking about ourselves—again.

### **You, your and yours**

All the people on the Personal Line of Credit Agreement, as indicated in our records. If this includes more than one person, "you" means each one of you. When you see any of those words, we're talking to (and about!) you.

# About your Personal Line of Credit account

## Your responsibility

In exchange for us giving you a Personal Line of Credit, you agree to follow the terms and conditions outlined here. That's why it's good to spend some time getting to know them, so there won't be any surprises down the line. If there's anything you're not sure about, you can always give us a shout and we'd be happy to explain it.

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

You promise to make your payments on your Personal Line of Credit on time and in the amounts specified by us, and to let us know if there are any issues or concerns with meeting that obligation.

## Personal information and privacy

We take your privacy very seriously. Like really, really seriously. That's why we're so committed to maintaining the confidentiality of your personal information. Any personal info that we collect about you is used and disclosed in accordance with the document entitled "Personal Information: Collection, Use and Disclosure Statement" (the Privacy Statement). You should have received a copy of that document from us when your Account was opened. It's a real page-turner, (just like this!) so we're sure you'll have trouble putting it down. If you can't find it and have an overwhelming urge to spend some time getting to know all about privacy, you can find the most current version at any branch or on [atb.com](http://atb.com)

We collect personal information about you for various reasons, including setting up and maintaining your accounts, including your Personal Line of Credit account, and meeting our legal obligations. We'll collect different information depending on the type of accounts that you have with us. If we notice anything strange going on with your Account—unusual, improper, suspicious or prohibited transactions—we will inform the governmental and law enforcement authorities about the activity.

# Using your Personal Line of Credit

## Your credit limit

**Your initial credit limit:** This is set out in your Personal Line of Credit Agreement. This is where you're starting, but we may— with or without advance notice to you—change your credit limit. Depending on circumstances, it may go up or down. Either way, if we do change your credit limit, your new credit limit will show on your next Statement and in online banking after the change becomes effective. You may borrow up to your credit limit at any given time, but keep in mind that we can refuse to allow you to borrow more than is available on your credit limit, even if we previously let you borrow more. If we do let you exceed your credit limit, you must repay the amount that exceeds the credit limit, as well as any overlimit fee we charge as soon as we demand payment.

**Customer Card:** If you have connected your Account to your Customer Card, we may set a separate limit for accessing funds from your Account with your Customer Card through an ABM, making purchases with your Customer Card at a merchant and for amounts transferred or deposited into your Account. It's something we do for your protection and ours.

## Fees and interest

### What's this going to cost?

**Fees:** You agree to pay all fees applicable to your Account including the fees set out in this Agreement (remember, this includes the Rate and Fee Schedule). The fees may be changed or supplemented at any time, but we'll give you at least a 30 day heads-up before we make any changes.

**Interest:** We charge interest on the total daily outstanding balance at the end of each day on your Account at the annual interest rate applicable for that day.

In situations where you do not pay all of the accrued (aka accumulated) interest every Statement Period and have agreed to capitalize such interest, any unpaid accumulated interest will be added to the principal outstanding (aka the amount you have borrowed and owe) and will bear (aka generate) interest at the applicable interest rate.

In situations where accrued interest is to be paid each month, you must pay that interest every Statement Period and interest will not be added to the amount you have borrowed and owe. Not that we like to do it, but we reserve the right to demand, at any time, that you immediately pay any late interest payments and, with or without a demand by us, those late interest payments will be subject to fees and interest charges described in this Agreement.

If you pay more than the interest that accumulated in any month, you'll end up saving on interest payments in the following month—and that's a good thing.

Just so you know, we will also charge interest at the applicable interest rate after we demand payment, before and after any default and on any judgment that we obtain against you. Not that we like to be all judgey—let's just try to keep our promises, as we'd rather not have to do that with you!

## Interest calculation

We calculate the interest owing by multiplying the total daily outstanding balance on your Account at the end of each day by the annual rate of interest that's in effect on that day and dividing that amount by 365. Yeah, that's why we have accountants. Interest is calculated in this way whether or not it is a leap year. We then add up all the daily interest charges for a Statement Period to figure out how much interest you owe. You'll find your interest rate and any fees you were charged outlined on your Statement.

## Interest rate

The annual interest rate that we charge you is a variable interest rate based upon a percentage (the “**variable portion**”) above or below the Prime Lending Rate. We state the initial variable portion that your annual interest rate is based on in your Personal Line of Credit Agreement. The annual interest rate that we charge you automatically changes on the same day that the Prime Lending Rate changes. You can find our Prime Lending Rate posted in our branches and on [atb.com](http://atb.com)

We may change the variable portion of the annual interest rate at any time. You’ll see this change on your next Statement.

Occasionally, we may also decrease the variable portion or the annual interest rate for a specified period of time (the “promotional period”). If that happens, you’ll see it in your next Statement and once that time period is up, the variable portion will revert back to the pre-promotional rate.

## Foreign currency

Transactions to your Account involving foreign currency will be calculated and exchanged in Canadian currency at a conversion rate determined by us. This will happen before the transaction is recorded on your Account.

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

### Here are the applicable exchange rates:

- Purchases are converted using an exchange rate that is 2.5% over the exchange rate used by ACXSYS Corporation (this is the company that operates Interac’s cross-border debit service).
- ABM withdrawals are converted using an exchange rate that is 2.5% over the exchange rate set by MasterCard® International Incorporated (they operate the Cirrus Network).

Some transactions may not go through your Account on the same day that you make the transactions, so please note that you’ll be charged the applicable exchange rate on the day that your transaction goes through your Account, not the exchange rate on the day that you made the transaction. If you return something you bought and there is a refund credited to your Account in a foreign currency, the applicable exchange rate on the day that we process your refund transaction may not be the same exchange rate on the date we first processed your purchase transaction, so the amount of your refund might be less than the amount of your original purchase. In that case, you will be responsible for the difference.

## Hold

### We’ve got your back.

Here’s a reality cheque (see what we did there?). Generally speaking, we place a hold on any payment that’s made to your Account that isn’t cash (like a cheque, for example, or any other Item). We may also suspend any transactions on your Account until we have time to make sure the Item is legit.

For your protection, we may also suspend the use of your Account if we suspect fraud or illegal activity or the Account is operating in breach of this Agreement. It’s just one of the ways we try to protect you from things that seems suspicious.

Also, be sure to note that if we place and 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.

## Collateral

### We’re watching our back too.

Just so you know—you’re agreeing that any collateral, like your home, a GIC, or your car, you pledged to us before entering into this Personal Line of Credit Agreement is granted as a continuing collateral security for all of your obligations under this Agreement.



You also agree to pay all of our costs, including legal, valuation, insurance premiums and other costs related to any personal or real property security. Along with that, you're agreeing that any mortgage that we may register, as security may be in an amount greater than your credit limit in order to accommodate anything you might want to borrow in the future. Because it's always a good idea to think ahead!

### **Covering your butt with Loan Protection**

If you've applied for Loan Protection insurance, then you will have received a certificate of insurance stating the various terms and conditions applicable to Loan Protection for your Account. Make sure to take a look at it. No, really look at it. Your Loan Protection premiums will be debited from the ATB debit account indicated in your Personal Line of Credit Agreement, or any other account we agree to use, including this Account.

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## **Using your money**

### **Ways to bank with us**

- Use your Customer Card
- Log in to our mobile banking app, ATB Mobile
- Log in to online banking (atbonline.com)
- Drop by any ATB branch
- Call our Customer Care Centre (1-800-332-8383)
- Use our Telephone Banking system
- Any other way we may have available for you now or in the future (maybe your personal robot will be able to help you out via hologram banking).

All the various ways that you access your Account may be subject to other terms and conditions, such as with online and mobile banking. Those would be separate from this Agreement, but they continue to apply to your Account, just like this Agreement.

Don't forget, if there is more than one Account holder, any one of you may access and borrow money on the account without the consent of the other. Make sure you know what each of you is doing with the account before you actually do it.

### **Telephone Banking**

If you've chosen to enrol in Telephone Banking, then you may access your Account using a security access code or a password to handle various types of transactions over the phone.

When you use Telephone Banking for bill payments, we'll forward the payment to the payee the next business day. Just remember that we're not responsible for any penalties, fees or interest charged by the payee—under any circumstances. So make sure you pay your bills on time!

### **Customer Card**

Provided your Account is linked to your ATB deposit account, you can use your Customer Card to withdraw cash at ABMs, make purchases at stores and to get cash back at stores that offer it. You'll have to enter your PIN to use your Customer Card, unless you're at a contactless payment terminal, where you can just wave your Customer Card to make a purchase. When you use your Customer Card, if you access funds from your ATB deposit account that takes your balance to below zero dollars, provided your Account is linked to your ATB deposit account, you will then be accessing funds from your Account.

You agree when you use your Customer Card that your use is subject to the terms of the ATB Personal Account Agreement Terms and Conditions ("**Account Agreement**"), along with any other agreements you have entered into with us for specific products and/or services. And did we mention don't share your PIN with anyone? Just making sure you're paying attention.

## What you owe (payments)

### Minimum payment

Not surprisingly, you are expected to make a minimum payment on your Account every Statement Period. We may require you to increase your regular payment at any time. The minimum payment will be shown on your Statement. In situations where only the interest is payable, this is the interest accrued (remember this is just a fancy way of saying accumulated) during the Statement Period. However, if you don't pay more than the interest each Statement Period, you would never pay off the balance on your Account.

### Overlimit amount

If we've allowed your Account balance to exceed your credit limit at any time for any reason, then:

- a. The amount that exceeds your credit limit will be charged interest at our applicable overdraft interest rate for accounts without overdraft protection. You can find that rate in the Rate and Fee Schedule; and
- b. You must repay any such amount, on demand.

### Application of payments

When you make payments on your Account, they will be credited to your Account as soon as they are received and cleared by us. Keep in mind that we need a bit of time to process your payment, meaning your payment will not automatically adjust your remaining credit limit. You should usually see this adjustment within one to three business days following a payment being received and cleared by us. We will apply any payments that you make in the following order:

- a. First to any interest;
- b. Then to any principal amount outstanding;
- c. Then to any fees charged; and
- d. Then to any creditor insurance.

### Demand by ATB

Not that we like to do it, but we reserve the right to demand, at any time, that you immediately pay the total outstanding balance owing on your Account, whether posted on your Account or not, including the amount you have borrowed PLUS any fees, interest charges or other amounts that you owe but were not added to the amount you have borrowed. It's never a fun thing to do, so we try to do it only when we have to—which we hope we won't ever have to with you.

## Keep track of your money

### E-Statements

Ready to save a tree? Or just sick of the clutter that comes with too much paper? An electronic version of the Statement

("E-Statement") is available via online banking. If you decide to skip the paper and receive and review your E-Statements in online banking, then you're agreeing to the Electronic Delivery Consent Agreement (if you'd like to read that, you can find it on [atb.com](http://atb.com)).

We consider that you've officially received your E-Statement when the E-Statement is posted via online banking. That's why it's a good idea to add a statement alert and to check your email, including your junk folders—frequently!

We may still send you a paper Statement or notice on occasion, if we think there's something important you should receive in writing or we are unable to post your E-Statement via online banking. So make sure to keep us posted if you change your mailing address (see what we did there?).

### Paper Statements

If you still get a thrill from seeing envelopes in your mailbox, you can select to receive paper Statements. Any Statements we send you by mail will be addressed to the people listed as Account holders in our records, and sent to the mailing address that we have in our records for the primary account holder. So make sure we have the correct mailing address! We'll still post an E-Statement via online banking. Fees may apply for the delivery of Statements by mail.

### The final statement on Statements

If the balance on your Account is zero and no payments have been made on your account, we will not mail Statements or post E-Statements via online banking. So don't worry if you don't see anything from us. It's one of those "you're good,

we're good" situations and we're happy to leave you alone.

Any communication sent by us to one of you is considered communication to all of you. Which is another good reason to make sure you talk to each other.

### Verifying your Account

If you don't receive your Statement or E-Statement within seven days of when you would normally receive it, you must let us know ASAP. Even if you don't receive your Statement or E-Statement, you must still make any required payments on time. We're not responsible for lost, misdirected or intercepted Statements, or if you're not able to access E-Statements online. So if your dog has chased off your postal carrier and then proceeded to chew up your Statement, that's on you—and you and your dog will probably need to work some things out. Even if there is an actual postal disruption, you're not off the hook because it's up to you to contact us to obtain Statement information in order to meet your payment obligations.

It's your responsibility to review your Account activity when you receive your Statement or E-Statement. If you find an error and wish to dispute it, you must notify us within 30 days of the date on your Statement or E-Statement. If you don't notify us within that time period, then you agree that your Account transactions and balances are accurate, regardless of whether you actually received your Statement or E-Statement or reviewed the activity on your Account (this is why you should actually open those envelopes and/or electronic documents). This means that unless you tell us otherwise, we're assuming everything is A-OK. Despite this, we may still debit your Account for any amount that was credited in error, returned to us or dishonoured.

# Students First Line of Credit and Professional Students Line of Credit

## Study up

If you're a student, you might have either our Students First Line of Credit or Professional Students Line of Credit. Here's a bit more homework to add to your reading list.

If your Account is either a Students First Line of Credit ("Students First LOC") or a Professional Students Line of Credit ("Professional Students LOC") then the terms and conditions in this section also apply.

## Student status

In order to qualify for student status, you must provide proof of enrolment at a post-secondary institution approved by us ("**Post-secondary Institution**"), such as a receipt for payment of tuition, a letter of acceptance or a legible copy of your timetable showing your name, the name of your school and the term dates.

In order to maintain your student status, you must:

- a. Provide proof of enrolment in a Post-secondary Institution, each new school year and at any other time that we may request.
- b. Upon graduation from a Post-secondary Institution, provide proof of graduation, such as a copy of your degree/diploma or a letter from the office of the registrar.

Empty take-out coffee cups and highlighted textbooks, although part of the student experience, aren't considered sufficient proof. If you don't provide us with the required proof on time, then you will automatically lose your student status and you will not be able to regain your student status, unless we otherwise agree.

## Interest

As long as you maintain your student status, the applicable annual interest rate will be the rate set out in your Personal Line of Credit Agreement ("Student Rate"). Keep in mind that the Student Rate could change at any time under this Agreement.

## Repayment

If your Account is a Students First LOC, you have one year after graduation, and if your Account is a Professional Students LOC, you have two years from your graduation, from a Post-secondary Institution (or immediately upon termination of your Post-secondary Institution enrolment) or if you fail to provide your confirmation of enrolment by a date determined by us, you agree to enter into a loan with us for any outstanding balance on your Account, where you make regular monthly payments (i.e. more than just the interest), meaning that your loan will eventually be paid off entirely. This is different from how a line of credit operates, as you will no longer have access to the portion that has been paid. If you have Loan Protection insurance, are not in default of your Students First LOC or Professional Students LOC, as applicable, and the outstanding balance on your Students First LOC or Professional Students LOC, as applicable, does not exceed the credit limit on your new loan, then your Loan Protection will automatically transfer over to your new loan. We will determine the details of your loan (i.e. the amount of time required to pay off your loan, your payment amount, interest rate, and the amount of time your interest rate lasts) and notify you of these details.

## Linked line of credit

If your Account is a linked line of credit, meaning it is linked to your ATB deposit account, then the terms and conditions in this section also apply.

### Deposit account

This Account is attached to the ATB Deposit account shown in your Personal Line of Credit Agreement. This means that if you access funds from your ATB Deposit account that takes your

balance to below zero dollars, you will then be accessing funds from your Account. Both the terms of this Agreement and the Account Agreement will apply to your use of your Account. If there is ever any conflict between the terms of this Agreement and the Account Agreement, the terms of this Agreement win.

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## No-Fee All-In Account

If your Account is a No-Fee All-In Account, then the terms and conditions in this section also apply.

### Deposit account

This Account works as an overdraft on your No-Fee All-In Account. This means that if you access funds from your No-Fee All-In Account that takes your balance to below zero dollars, you will then be accessing funds from your Account. Both the terms of this Agreement, and the Account Agreement will apply to your use of your Account. If there is ever any conflict between the terms of this Agreement and the Account Agreement, the terms of this Agreement win.

### Interest

The interest that is payable on your funds deposited in No-Fee All-In Account is calculated and paid as set out in the Account Agreement.

### Statements

We will post your E-Statement via online banking. If you'd like to receive a paper Statement, you will need to log in to online banking and update your preferences. In that case, we will mail your Statement to the last mailing address provided to us as indicated in our records. Fees may apply for the delivery of Statements by mail.

## The really, really legal stuff

If the first part of this guide had a soundtrack, it would be upbeat and funky (because it's so much fun!) But now is where we slow it down and switch to some jazz—because this is really, really legal stuff. You're going to need more coffee.

### General terms

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms used in the Agreement and not defined in the Legal Definitions are defined elsewhere in this Agreement. Yeah, we had to read that twice too. Basically, this means that whether the term is singular or plural, you know and we know what we're talking about. No grammar police required. And if you don't see a capitalized term in the list of legal definitions, you'll see it defined somewhere else. Trust us—it's in here.

This Agreement (meaning your Personal Line of Credit Agreement together with these ATB Personal Line of Credit Terms and Conditions and our Rate and Fee Schedule) is our current Agreement governing your Account and it replaces any previous agreement or set of terms and conditions we may have given you. If you saved your previous version, make sure you recycle it and follow this one.

Since we have agreed to extend you credit, all of you—individually and together—are liable to ATB for all obligations, indebtedness and liabilities of any kind that you incur in connection with the use of your Account. This is true no matter how they're incurred. If there are more than one of you, make sure you know what each of you is doing with the Account you share.

### Amendments

Just so you know, we can change any of the terms in this Agreement, (remember, this includes the Rate and Fee Schedule), at any time, upon subsequent notice to you, unless advance notice is required by law. If you have an outstanding balance

or conduct any transaction on your Account after we have made a change to this Agreement that will mean that you agree to the change.

### Assignment

We may sell, assign, or transfer all or any of our rights and obligations under this Agreement at any time to a third party or issue securities backed by Personal Lines of Credit. If we decide to do this, we may also disclose information about you and your Account, including any financial information contained in support of your application, to a proposed purchaser or assignee of this Agreement, or a trustee of a securitization. As part of this, we may also obtain a credit report on you in connection with these transactions.

### Ending your Personal line of credit agreement

If things aren't working out, either of us (you or ATB) can end this Agreement by giving 10 days written notice of termination to the other.

It's important to know that this Agreement may be immediately ended by us—without notice to you if:

- a. You fail to make any payment when required;
- b. Any amount owed is not paid when due;
- c. You or any of you become insolvent or bankrupt, or a petition in bankruptcy is filed;
- d. There is a mortgage or other security granted to us, as security for this loan, and you sell, gift, donate or otherwise dispose of the assets secured; or
- e. You are in default in any way with any provision of this Agreement or any other agreement you (and that means any and all of you) have with us, including the security granted (if any) under this Agreement.

If, for whatever reason, this Agreement is ended:

- a. You must immediately pay any outstanding amounts owed to us or becoming due (whether



posted on your Account or not), including fees and interest charges (the stuff we explained a few pages back) along with any interest calculated at the applicable interest rates payable under this Agreement.

- b.** We may deduct any amounts you owe from any of the accounts you, or any of you, hold at ATB, including any joint accounts with others;
- c.** We are not obligated to advance any further funds or credit to you;
- d.** You agree to pay, on demand, all expenses, costs and disbursements that we may incur in the enforcement of this Agreement and the security granted. This includes any legal costs, such as those between a solicitor and his own client, on a full indemnity basis; and
- e.** You agree that ending this Agreement does not in any way affect our rights under the security granted.

No matter who ends the Agreement, or if your Account is suspended for whatever reason, you're still responsible for any outstanding amounts owed to us and you'll still be responsible for all of your obligations under this Agreement until all amounts owing are paid in full.

### Notices

Any notices we send you by mail will be addressed to the people listed as account holders in our records and sent to the mailing address that we have in our records. So if you move, let us and all the other important people in your life know!

Each notice we send by mail will be deemed to have been received by you on the fifth day following the date that the notice is deposited at a post office, with postage properly paid.

When available, you can select to receive notices electronically. At that time, you just have to provide your consent to the notice delivery method (from those available, eg. email, SMS) and you must also agree to any terms that apply in the consent.

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

Any communication to one of you will be deemed sufficient communication to all of you, so make sure you share any information with the other people that need to know.

### 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.

### 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.

### Limitation period extension

The limitation period for debt actions to be taken out under this Agreement is extended to six years, from the later of the dates any default occurred or ought to have been discovered by us.

### Limitation of liability

You agree to release us from any liability or claim for and we shall not be responsible for any loss, damage, or any loss of profit or revenues resulting from:

- a.** The use of the Account, or in connection with any transaction or this Agreement;
- b.** Your failure to provide complete and correct information to us;
- c.** Any systems or communications failure or malfunctions;

- d. Your failure to maintain systems, procedures and other preventative controls;
- e. Any failure by us to act, execute or complete any instruction due to anything beyond our reasonable control; and
- f. Our acting on your instructions, or on instructions that appear to be from you. In no case will we be liable to you for any special, indirect or consequential damages.

### 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.

### 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. They're just to make reading this guide easier.

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## Feedback

### We're all ears!

We always welcome your feedback. You can share your thoughts, your ideas and even your concerns in person at our branches (but be nice—our people have feelings too), through our Customer Care Centre at **1-800-332-8383** or online at **[atb.com/feedback](https://atb.com/feedback)**

On that web page, you'll also find information on our customer complaint and resolution policy.