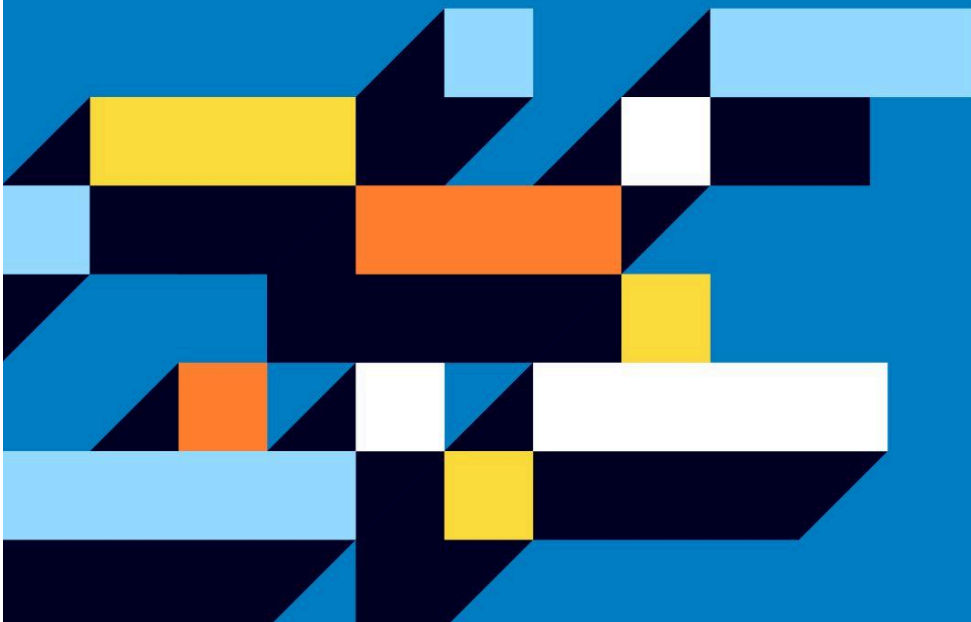




**ATB FINANCIAL**

# **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 with convenience. Before you start using yours, you should review all the details about your Personal Line of Credit Account, so you understand everything it makes possible.

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 the most from your Personal Line of Credit.

This guide will explain most of what you need to know, but if you ever have questions, we're always here to help. Visit any ATB branch or call us at 1-800-332-8383.

## EXECUTIVE SUMMARY

1. We promise to provide you with your Personal Line of Credit Account and all of the services described in the terms and conditions outlined in this document. In return, 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.
2. Any personal information we collect about you is subject to our Privacy Statement and our Privacy Code, which is designed to protect your personal information under privacy laws, including Alberta's *Personal Information Protection Act*. For more information on why we collect your personal information, how we use and protect it, the situations where 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 ATB branch or on [atb.com](http://atb.com)
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 Debit Card, calling ATB Client Care, using ATB Telephone Banking, using cheques, and by coming into one of our ATB branches.
4. You can find details on your credit limit, your Debit Card, interest rates, fees, holds, security and creditor insurance with Loan Protection by reading this guide or dropping by an ATB branch.
5. It is your responsibility to keep your Credentials secure. Do not share your Debit Card PIN with anyone, including friends and family. You should also never choose a PIN or other Credential that will be easy for someone to guess.
6. If you suspect fraud on your Account, if your Debit Card is lost or stolen, or if you suspect or think that your PIN or any other security Credential has been obtained by a person who is not authorized to transact on your Account, you must contact us immediately at any ATB branch or by calling our Client Care team at 1-800-332-8383.
7. You can choose between paperless and paper statements for your Personal Line of Credit. To change your statement preferences, log in to ATB Personal, come into an ATB branch or call our Client Care team at 1-800-332-8383.
8. 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.
9. If you have a joint Personal Line of Credit Account, you'll need to make sure you know what each person with access to the Account 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.
10. If you have any questions or concerns about your Account, call our Client Care team at 1-800-332-8383 or visit any ATB branch.



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## DEFINITIONS

The following is a list of legal definitions that we use throughout the Agreement. All other capitalized terms used in the Agreement that are not defined below are defined elsewhere in this Agreement. Any words importing the singular number only shall include the plural and vice versa. In other words, whether the term is singular or plural, you know and we know what we're talking about.

**ABM:** Automated bank machine.

**Account or Personal Line of Credit Account:** Each of your existing ATB personal line of credit account(s) and any you happen to open with us in the future.

**Agreement:** The set of documents that outlines the agreement between you and ATB. The terms are binding (that means enforceable) against both of us with respect to your Account. The Agreement includes the terms and conditions outlined in this guide, the Personal Line of Credit Agreement, the Statement of Disclosure and the Rate and Fee Schedule.

**ATB Personal:** ATB's online banking service for personal Accounts, which includes both the internet browser-based portal and the mobile application (app).

**ATB Telephone Banking:** ATB's telephone banking service for personal Accounts which can be set-up by visiting an ATB branch or calling our Client Care team at 1-800-332-8383.

**Credential:** The personalized security features you are required to use to access your Account and ATB Personal. Your Credentials include your Digital Signature, your Password, your Username, your PIN (personal identification number), and any other authentication methods or credentials that may be used or added in order to use or access your Account or ATB Personal from time to time.

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

**Digital Signature:** Your Username and Password when used together.

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

**Loan Protection:** Optional life and/or disability insurance coverage for the outstanding balance or payment for your Account provided through Canadian Premier Life Insurance Company.

**Password:** The combination of letters, numbers and/or special characters that you select in accordance with our password guidelines when you open your Account, and that comprises one half of your Digital Signature (your Username comprising the other half).

**Personal Line of Credit Agreement:** 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:** The four- to six-digit personal identification number that you enter to endorse transactions using your Debit Card. You first set your PIN when you get your Debit Card, and you can change it whenever you want. Changing it frequently helps to combat fraud.

**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 financial institutions have one.

**Privacy Statement:** The document that details how we collect, use and disclose your personal information. The full title of this document is “Personal Information: Collection, Use and Disclosure Statement”.

**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.

**Signature:** A handwritten signature, an electronic signature or other information in electronic form, including your Digital Signature, that you create, select or adopt and that is unique to you.

**Statement:** The document that you receive which 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 summarizes.

**Username:** The combination of letters, numbers and/or special characters that you select in accordance with our username guidelines when you open your Account, and that comprises one half of your Digital Signature (the other half is your Password).

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

**You / your:** All the people on the Account, as indicated in our records. If this includes more than one person, “you” means each one of you.

## ABOUT YOUR ACCOUNT

**YOUR RESPONSIBILITY:** These are the terms and conditions you agreed to when you opened your Account. Note that if you have an existing Account with us, the terms and conditions outlined within this document replace any previous version of the terms and conditions.

We rely on the information you give us. It’s your responsibility to ensure 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 agree 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 payments on your Account 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.

You are responsible for keeping your Credentials secure. This means that you cannot share them with anyone, and you cannot pick numbers, Passwords, PINs, codes or other security Credentials that would be easy for someone to guess. If someone uses your Account and you did not comply with your responsibilities under this Agreement, you will be responsible for those transactions.

**PERSONAL INFORMATION & PRIVACY:** We're committed to maintaining the confidentiality of your personal information. Any personal information that we collect about you is used and disclosed in accordance with our Privacy Statement. You should have received a copy from us when your Account was opened. You can find the most current version at any ATB branch or on [atb.com](http://atb.com)

We collect personal information about you for various reasons, including setting up and maintaining your Account and meeting our legal obligations. We'll collect different information depending on the type of Account that you have with us. If we notice unusual, improper, suspicious or prohibited transactions on your Account, we may need to inform the government and law enforcement authorities about the activity.

ATB uses service providers in the United States 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, you can call us at 1-800-332-8383 or email our privacy officer at [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com)

## USING YOUR PERSONAL LINE OF CREDIT

### YOUR CREDIT LIMIT

**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 the 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.

### FEES AND INTEREST

**Fees:** You agree to pay all fees applicable to your Account including the fees set out in this Agreement (remember, that includes the Rate and Fee Schedule). The fees may be changed or supplemented at any time, but we'll give you at least thirty days advance notice 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 (that is, accumulated) interest every Statement Period, any unpaid accumulated interest will be added to the principal outstanding (that is, the amount you have borrowed and owe) and will bear (that is, 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. 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.

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.

**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. 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

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. 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 Debit Card in a different currency, or you 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.

#### 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 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.



**HOLDS:** 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 legitimate.

For your protection, we may also suspend the use of your Account if we suspect fraud or illegal activity or if the Account is operating in breach of this Agreement. This is part of our commitment to protecting you from fraud.

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), this is not a guarantee that it won't later be dishonoured.

**COLLATERAL:** You agree that any collateral you pledged to us before entering into this Agreement, like your home, an investment, or your car, 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 estate 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.

**LOAN PROTECTION:** If you've applied for life or life and disability Loan Protection, 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. 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.

## **SPENDING**

- Use your Debit Card at any ABM or store in Canada that has a debit machine with the *Interac*® symbol. If your Debit Card has a Visa logo (in addition to the *Interac* logo), you can use your Debit Card at ABMs and to make purchases in-store, online and via mail order and telephone order, anywhere Visa or Plus is accepted.\*\*
- Log in to our online banking service, ATB Personal, either on your desktop (personal.atb.com) or through the mobile app.
- Drop by any ATB branch.
- Call ATB Client Care at 1-800-332-8383.
- Use ATB Telephone Banking.
- Any other way we may have available to you, now or in the future.

Depending on the circumstances, there may be additional terms and conditions that apply to your Account (such as online banking). These additional terms are separate from this Agreement, but this Agreement will still apply to your Account even when those additional terms are also in effect.

*When you use your Debit Card, you agree that your use is subject to the terms of the ATB Financial Personal Account Agreement ("Personal Account Agreement"), along with any other agreements you have entered into with us for specific products and/or services.*

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.

\*\* If you do not have a Visa logo on your Debit Card, but want to use Visa Debit, please visit your nearest ATB branch or call us at 1-800-332-8383 to order a replacement Debit Card which will come Visa Debit enabled.

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**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. ATB is not responsible for any penalties, fees or interest charged by the payee—under any circumstances.

## IMPORTANT INFORMATION ABOUT FRAUD

Your Account may be the target of fraud. It is important to learn the methods that bad actors may use to mislead or deceive you so that you do not become a victim of fraud and have your Account compromised.

## PAYMENTS

**MINIMUM PAYMENT:** 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 (that is, accumulated) during the Statement Period. However, if you don't pay more than the interest each Statement Period, you will 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 time to process your payment, meaning your payment will not immediately 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:** 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. Please note that we do this only when we must.

## STATEMENTS

**PAPERLESS STATEMENTS (E-STATEMENTS):** You have the option to switch to paperless statements, which are both environmentally friendly and more convenient than paper statements. Switching to paperless statements means agreeing to receive and review your Statements electronically through ATB Personal. We may still send you a paper statement or notice on occasion, if we need to send you important information we believe you should receive in writing.

**PAPER STATEMENTS:** If you've chosen to continue receiving paper statements, we'll mail them out addressed to the first two people listed as Account holders on our records. The Statements will be sent to the mailing address that we have in our records for the Account, so you should keep your information current. Fees may apply for the delivery of Statements by mail.

**FURTHER STATEMENT INFO:** 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.

If this Account is held by more than one person, any communication sent by us to one of you is considered communication to all of you.

**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. It is your responsibility to obtain Statement information in order to meet your payment obligations.

It's also 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 thirty 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 means that unless you tell us otherwise, we assume everything is okay. Despite this, we may still debit your Account for any amount that was credited in error, returned to us or dishonoured.

## TYPES OF PERSONAL LINES OF CREDIT

### 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. If you have insufficient funds in your ATB deposit account to cover a transaction or purchase, the amount needed will be withdrawn from your Account. Both the terms of this Agreement and the Personal Account Agreement will apply to your use of your Account. If there is ever any conflict between the terms of this Agreement and the Personal Account Agreement, the terms of this Agreement will prevail.

### APPRENTICE LINKED LINE OF CREDIT

If you're an apprentice and your Account is an Apprentice Linked Line of Credit, then the terms and conditions in this section also apply.

**APPRENTICE STATUS:** In order to qualify for apprentice status, you must provide a guaranteed letter of employment or a letter from their union. You must also provide proof of enrolment in a regulated trade or optional certification trade as an apprentice, in any technical school or college listed on the Government of Canada's List of Designated Institutions located in Alberta. Proof of enrolment is not required annually.

**DEPOSIT ACCOUNT:** This Account is attached to the ATB deposit account shown in your Personal Line of Credit Agreement. If you have insufficient funds in your ATB deposit account to cover a transaction or purchase, the amount needed will be withdrawn from your Account. Both the terms of this Agreement and the Personal Account Agreement will apply to your use of your Account. If there is ever any conflict between the terms of this Agreement and the Personal Account Agreement, the terms of this Agreement will prevail.

### STUDENTS FIRST LINE OF CREDIT AND PROFESSIONAL STUDENTS LINE OF CREDIT

If you're a student, you might have either our Students First Line of Credit ("Students First LOC") or Professional Students Line of Credit ("Professional Students LOC"). If so, then the terms and conditions in this section also apply.

**STUDENT STATUS:** To be approved for student status, please provide proof of your enrollment at a post-secondary institution approved by us, along with your expected date of graduation. Acceptable proof of enrollment includes a tuition payment receipt, acceptance letter, or a copy of your class schedule that clearly shows your name, school name, and term dates.

In addition to advising us of your student status at the time of account opening, ATB must be informed of any changes to your student status, including your graduation date. Proof of enrolment may be requested at ATB's discretion.

When requested, 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 to repay any outstanding balance of the Account. The year following this period your Account will be converted to a term loan. You agree to enter into a term loan with us for any outstanding balance on your Account, where you will make regular payments (that is, more than just interest), meaning that your loan will eventually be paid off. This also applies if you lose your student status by failing to provide confirmation of enrolment when requested. Please note that 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 your Account is a Professional Students LOC, you have two years from your graduation to repay any outstanding balance on the Account. After this two year period, you agree to enter into a term loan with us for any outstanding balance on your Account, where you will make regular payments (that is, more than just interest), meaning that your loan will eventually be paid off. This also applies if you lose your student status by failing to provide confirmation of enrolment when requested. Please note that this is different from how a line of credit operates, as you will no longer have access to the portion that has been paid.

**LOAN PROTECTION:** 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 (that is, 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.

## **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 and this takes your balance to below zero dollars, you will then access funds from your Account. Both the terms of this Agreement and the Personal Account Agreement will apply to your use of your Account. If there is ever any conflict between the terms of this Agreement and the Personal Account Agreement, the terms of this Agreement prevails.

**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 Personal 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.

## ATB FLEX HOME EQUITY LINE OF CREDIT

If your Account is an ATB Flex Home Equity Line of Credit, meaning that you have agreed to pledge to us your home and have granted that home as collateral security for all of your obligations under this Agreement, then the terms and conditions in this section also apply.

**MINIMUM REQUIREMENTS TO INCREASE YOUR CREDIT LIMIT:** Your initial available credit limit and any future changes to your available credit limit will be calculated based on a number of factors, which include the following:

- **Value of your home:** You may be able to borrow up to 80% of either the current value of your home or the purchase price that you paid for your home within the "Combined Loan Plan", which includes both an amortized mortgage and your ATB Flex Home Equity Line of Credit. The value of your home will need to be supported by an appraisal completed by an appraiser approved by us. You may start borrowing under your ATB Flex Home Equity Line of Credit after you have paid down the amortized mortgage so that your total debt is below 65% of the current value of your home.
- **Prior mortgage:** You may have an existing mortgage loan, which you received when you financed the purchase of your home. Or, you may have recently obtained a mortgage loan to refinance your home purchase. Either way, an existing mortgage and any other indebtedness that ranks in priority to the repayment of your Account here will reduce how much you may borrow. The total debt needs to be less than the 80% requirement of the Combined Loan Plan set out above. In addition, the amount that you may borrow under your ATB Flex Home Equity Line of Credit will go up as you pay down the principal amount you owe under your mortgage loan, and that amount may continue to go up until the ATB Flex Home Equity Line of Credit reaches 65% of the current value of your home, or the approved limit (whichever is less).
- **Income and other credit information:** Your ability to borrow may change if your credit rating and/or your income changes.

As we mentioned earlier, you may borrow up to your available credit limit at any given time, but keep in mind that, even if we previously let you borrow more, we can refuse to allow you to borrow more than is available on your credit limit, and we can cancel undrawn amounts unconditionally without notifying you.

**BENEFIT OF REVOLVING LINE OF CREDIT:** As you pay down your mortgage loan past the point described above, your available limit on your ATB Flex Home Equity Line of Credit will conveniently increase. This will provide you with immediate access to funds without having to spend time and money on legal/processing costs for additional mortgage applications.

## FURTHER TERMS & CONDITIONS

**GENERAL TERMS:** This Agreement (meaning your Personal Line of Credit Agreement together with the 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.

If your Account is joint, we have agreed to extend you credit and 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:** We can change any of the terms of this Agreement at any time. If we do, we'll notify you by sending you a notice (written or electronic) and/or by posting a notice on our public websites. If you make any transaction on your Account after the effective date of a change to this Agreement, it will mean that you agree to the change. To obtain a copy of any changes or a current version of this Agreement, please visit [atb.com](http://atb.com)

**NOTICES:** Any notices we send you by mail will be addressed to the first two people listed as Account holders on record and sent to the mailing address that we have in our records. 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. You can select to receive notices by electronic methods if and when these methods are available. Simply indicate your consent to receive notices by your preferred method and agree to any terms that apply to the consent. If you need to make a change to your address or notice choice, send us a written notice, visit your ATB branch or call ATB Client Care 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.

**SEVERABILITY:** If a Court of competent jurisdiction determines that any section or sections of this Agreement are not enforceable for any reason, we'll treat that section or sections as if they weren't in the Agreement, and the rest of this Agreement will remain in effect and unaffected by the removal of the unenforceable sections.

**GOVERNING LAW:** 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 judgment 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 judgment against you in an Alberta court, the judgment will be in Canadian dollars. The judge will use an exchange rate in place on the date of the judgment to determine the amount due to us in Canadian dollars. If, on the date you pay us, the amount of the judgment 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're not part of this Agreement and don't form part of the terms and conditions in this Agreement.

**ENDING THIS AGREEMENT:** Either of us (you or ATB) can end this Agreement by giving ten 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, 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 their 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 any 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.

**OUR 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.



**YOUR ASSIGNMENT:** This Agreement is binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. You may not assign your rights or obligations under this Agreement.

**LIMITATION OF LIABILITY:** In addition to the matters outlined in this Agreement for which we are not responsible, we will 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 didn't act on your instructions because we thought they were improper, unlawful, fraudulent or mistaken; or for any reason beyond our control.

You also 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; and
- d. Your failure to maintain systems, procedures and other preventative controls.

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.

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, to the extent permitted by applicable law.

**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 doesn't mean that we're waiving those rights for any future situation, whether similar or not.

**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.

**USE OF AGENTS:** When we provide you with any service, including processing any transaction on your Account or performing or otherwise facilitating any other service that we have agreed to provide to you under this Agreement, you acknowledge that we may use a service provider or agent to help us. The service provider or agent is not liable to you directly.



**FEEDBACK:**

**We value your input.** We always welcome your feedback. You can share your thoughts, ideas, questions and concerns by dropping into one of our branches, calling ATB Client Care at 1-800-332-8383 or visiting [atb.com/feedback](http://atb.com/feedback) (where you'll also find information on our client complaint and resolution policy).

Thanks for taking the time to read through your ATB Financial Personal Line of Credit Terms and Conditions. As always, if you have any questions, please stop by any ATB branch or give us a call at 1-800-332-8383.

