

## **ROYAL BANK OF CANADA DIGITAL APPLICATION TERMS AND CONDITIONS**

The following Royal Bank of Canada Digital Application Terms and Conditions (the "**Terms**") apply to each application to open a personal deposit account ("**Application**") opened through Online Banking, the RBC Mobile App or the RBC Website.

You must read the Terms, along with your Account Disclosures, and select the applicable confirmation button to confirm you agree to them, and that they are a legally binding contract between you and us, before proceeding with this Application.

If you do not agree, please select the applicable cancel button. You will not be able to proceed with the Application until you have read and agreed to the Terms and the Account Disclosures.

If you are completing your Application through Online Banking, we will send you a link to the Terms and Account Disclosures in a message to the Message Centre.

If you are completing your Application through the RBC Mobile App or on the RBC Website, we will send you a link to the Terms and Account Disclosures by email.

You can also find a copy of the Terms under the "Legal" link in Online Banking and under the "Legal" link in the "More" menu within the RBC Mobile App.

You can also print or save these Terms now for future reference.

The Terms and the Account Disclosures will take effect on the date that you select the applicable confirmation button.

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### **PART A: TERMS FOR ELECTRONIC DISCLOSURE AND DOCUMENTS**

**I.** If you are not already enrolled in Online Banking, then you agree that you will enroll in Online Banking. You agree that you will stay enrolled in Online Banking during the time that your Statement and Notification delivery option is electronic.

#### **II. Consent to Electronic Availability of Account Disclosures**

As you have chosen to open the account electronically, you consent to and we will provide you with the Account Disclosures in electronic form as outlined below.

##### **1. Consent.**

If you are completing your Application through Online Banking, then you consent to us making your Account Disclosures available in electronic form for you to review through Online Banking.

If you are completing your Application through the RBC Mobile App, then you consent to us making your Account Disclosures available in electronic form for you to review through the RBC Mobile App.

If you are completing your Application on the RBC Website, then you consent to us making your Account Disclosures available in electronic form for you to review on the RBC Website.

2. **Availability.** If you want to retain copies of your electronic "[Disclosures and Agreements](#)" and "[Personal Accounts Interest Rates](#)", you can (i) print or save a copy of them now, or (ii) as applicable, find a copy of them under the "Legal" link in Online Banking, under the "Legal" link in the "More" menu within the RBC Mobile App. You can also visit your local branch to obtain a paper version of the Account Disclosures.
3. **Technical Requirements:** Some electronic devices may not be compatible with the way the Account Disclosures are displayed. If you are experiencing any problems please contact your branch or by calling 1-800- 769-2511.

### **III. Consent to Receive Electronic Delivery of Statements and Notifications for your Personal Deposit Accounts**

As you have chosen to open this account electronically, you consent to and we will provide you with Statements and Notifications in electronic form as outlined below. This consent applies to the account(s) that you open through the Application and all subsequent extension, renewals and amendments related to such accounts.

1. **Consent to Receive Electronic Delivery of Statements and Notifications.** You consent to receive the following in electronic form in Online Banking:
  - (a) Statements; and
  - (b) Notifications.
2. **Electronic Delivery Process.** You acknowledge and agree that:
  - (a) Through links in Digital Banking and links in messages sent to the Message Centre, you can access any electronic Statements that are currently in your archive of Statements.
  - (b) Important information about your personal deposit account and certain Notifications may appear on the Statements themselves. All other Notifications will be sent through the Message Centre or through links in messages sent to the Message Centre.
  - (c) Your consent to electronic Statements and Notifications takes effect immediately.
  - (d) We will notify you when new electronic Statements and certain electronic Notifications are available by sending messages to the Message Centre or through links in messages sent to the Message Centre.
  - (e) In addition to the notification in section 2(d) above, an email will also be sent to your primary email address on file advising you that your electronic Statement is available. If you prefer not to receive these email notifications, you can change your email preferences in Online Banking. If you have requested email notification, you acknowledge and agree that email is not secure or reliable, and may not be received by you in a timely manner or at all. You must notify us of any change to your email address.
  - (f) You will access Online Banking on at least a monthly basis in order to review your electronic Statement(s) and Notification(s).
  - (g) Your request to receive email notification does not in any way change your obligations to access Online Banking at least once a month to review your electronic Statements and Notification.
  - (h) We will not be responsible to you in any way for any damages or costs incurred by you as a result of your failure to: (i) receive an email notification, or (ii) review your Statements and Notifications as provided in these Terms and in accordance with the Account Disclosures.
3. **Document Options.** For most personal deposit accounts, you (the sole owner of a personal deposit account or any co-owner of a joint personal deposit account) can change the preference from electronic to paper Statements and Notifications for the account at any time by contacting any RBC Royal Bank branch or by calling

1-800-769-2511. This change can also be made by clicking on the "Statements/Documents" link in Online Banking or on the "Statements" link under "Settings" in the "More" menu in Mobile Banking.

If you (the sole owner of a personal deposit account or any co-owner of a joint personal deposit account) would like a paper copy of a Notification for your account operated exclusively in the online or mobile channel, you can contact us at 1-800-769-2511.

4. **Contact Information.** You will advise us of any changes to your contact information that you have provided in connection with Digital Banking.
5. **Availability.** During the time that this account has been designated to receive electronic Statements, your electronic Statements will be available for up to 7 years as long as your account remains open and you continue to be enrolled in Online Banking. The electronic Notifications will be available in the Message Centre for up to 90 days from the date we first notify you in the Message Centre, unless deleted by you. It is your responsibility to retain a copy of each document by printing or saving a copy while it is available to view in Online Banking or Mobile Banking (if applicable). We can provide you with a paper copy of any Statement that you have received electronically at our standard fee, if applicable.
6. **Technical Requirements.** All electronic Statements and some electronic Notifications are presented as PDF files and require you to have document viewing software such as Adobe® Reader® software installed on your computer or devices. We do not own or operate, and are not responsible for any document viewing software.
7. **Provision of Paper.** We may provide you with paper Statements and Notifications if we deem it appropriate or if we are unable to provide you with them electronically.

## **PART B: ESIGNATURE**

You agree that you adopt the eSignature as your signature and signature card for the purposes of opening this account.

## **PART C: COLLECTION AND USE OF PERSONAL INFORMATION**

### **I. Collecting your personal information**

We may from time to time collect financial and other information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to transactions arising from your relationship with and through us, and from other financial institutions;
- information you provide on an application for any of our products and services;
- information for the provision of products and services; and
- information about financial behaviour such as your payment history and credit worthiness.

We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services.

**You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit reporting agencies.**

### **II. Using your personal information**

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to open and operate your account(s) and provide you with products and services you may request;

- to better understand your financial situation;
- to determine your eligibility for products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and
- as required or permitted by law.

For these purposes, we may:

- make this information available to our employees, our agents and service providers, who are required to maintain the confidentiality of this information;
- share this information with other financial institutions; and
- give credit, financial and other related information to credit reporting agencies who may share it with others.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

Upon your request, we may give this information to other persons.

We may also use this information and share it with RBC companies (i) to manage our risks and operations and those of RBC companies, (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests, and (iii) to let RBC companies know your choices under "*Other uses of your personal information*" for the sole purpose of honouring your choices.

**If we have your social insurance number, we may use it for tax related purposes if you hold a product generating income and share it with the appropriate government agencies, and we may also share it with credit reporting agencies as an aid to identify you.**

### **III. Other uses of your personal information**

- We may use this information to promote our products and services, and promote products and services of third parties we select, which may be of interest to you. We may communicate with you through various channels, including telephone, electronic device or mail, using the contact information you have provided.
- We may also, where not prohibited by law, share this information with RBC companies for the purpose of referring you to them or promoting to you products and services which may be of interest to you. We and RBC companies may communicate with you through various channels, including telephone, electronic device or mail, using the contact information you have provided. You acknowledge that as a result of such sharing they may advise us of those products or services provided.
- If you also deal with RBC companies, we may, where not prohibited by law, consolidate this information with information they have about you to allow us and any of them to manage your relationship with RBC companies and our business.

You understand that we and RBC companies are separate, affiliated corporations. RBC companies include our affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

**You may choose not to have this information shared or used for any of these "Other uses" by contacting us as set out below, and in this event, you will not be refused credit or other services just for that reason. We will respect your choices and, as mentioned above, we may share your choices with RBC companies for the sole purpose of honouring your choices regarding "*Other uses of your personal information*".**

#### **IV. Your right to access your personal information**

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to request that the information not be used for any or all of the purposes outlined in "*Other uses of your personal information*" you may do so now or at any time in the future by:

- contacting your RBC Royal Bank branch; or
- calling us toll free at 1-800 Royal®1-1 (1-800-769-2511).

#### **V. Our privacy policies**

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll free number shown above or by visiting our web site at [www.rbc.com/privacysecurity](http://www.rbc.com/privacysecurity).

#### **VI: Use of E-mail Address**

By choosing to submit your Application electronically and providing us with your e-mail address:

1. You agree that we may use it in accordance with these Terms and any other agreement between you and us;  
and
2. You request us to send you e-mails with the information required to complete your account open request, including:
  - confirming receipt of your account open request, providing your specific reference number and describing next steps;
  - notifying you of any delay in processing your account open request, including outlining omissions, corrections or changes required to proceed or actions required to complete your request;
  - providing you with access to electronic signing if you choose to use eSignatures; and
  - confirming successful account opening and providing information options available to access your account.

### **PART D: GENERALITIES**

#### **I. Changes to the Terms**

We may change the Terms by providing you with notice, including by providing you with notice (i) in your Statements, (ii) in the Message Centre or elsewhere in Digital Banking, or (iii) sent to the primary email address, or (iv) to your mailing address last appearing on our records. If you access or have funds in the account being opened after the effective date of the change, it will mean that you have agreed and consented to the change.

#### **II. Contact**

We may contact you using the information you provide during the Application process, in Online Banking, in the RBC Mobile App or through the RBC Website.

#### **III. Conflict**

If there is any inconsistency between any of the Account Disclosures and these Terms, the Terms will prevail.

#### **IV. Governing Law and Jurisdiction**

The Terms will be exclusively governed by the laws of the Province or Territory in which you live. If you live outside of Canada, the Terms will be exclusively governed by the laws of the Province of Ontario. You and we agree that the courts of the Province or Territory specified above shall have exclusive jurisdiction over each of us for the determination of any matters arising out of the Terms.

## V. Language

You and we have expressly requested that this agreement and all related documents, including notices, be drawn up in the English language. *Vous et nous avons expressément demandé que cette entente et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise. (Quebec only / Québec seulement).*

## **PART E: DEFINITIONS**

In these Terms:

"Account Disclosures" means the terms and conditions and disclosures as amended from time to time pertaining to your personal deposit account that is opened pursuant to this Application as they appear in the "[Disclosures and Agreements](#)" link and any applicable interest rates shown in the "[Personal Accounts Interest Rates](#)" link;

"**Digital Banking**" means our Mobile Banking and Online Banking services;

"**eSignature**" means the electronic information created by your clicking on the applicable confirmation button to confirm you agree to the Terms and submit your application, which includes the current date and time, the session identification number and your client number;

"**Message Centre**" means our online communication centre located in Online Banking where information may be securely communicated between you and us;

"**Mobile Banking**" means access to certain services, features, functionality, content and information through our websites that are specifically designed for mobile use or through the RBC Mobile App;

"**Notifications**" means notices that we are required by law to send you in writing, including changes to the Account Disclosures, increases in fees, information about any applicable rate of interest and the introduction of new fees applicable to your personal deposit account. If you are converted to or you switch to a new account, Notifications include the account disclosures, agreements and any interest rate applicable to the new account;

"**Online Banking**" means our online banking service;

"**RBC Mobile App**" means a program that you can download onto a mobile or wireless device in order to access Mobile Banking;

"**RBC Website**" means our website located at <https://www.rbcroyalbank.com>;

"**Statements**" means monthly account statements related to your personal deposit account;

"**we**", "**us**" and "**our**" mean Royal Bank of Canada (the "**Bank**") or the Bank's deposit taking subsidiary that has opened your personal deposit account; and

"**You**" and "**your**" means the individual opening a personal deposit account pursuant to this Application.