## **RBC Royal Bank Online Application Terms and Conditions**

Please review the following RBC Royal Bank Online Application Terms and Conditions (the "Terms and Conditions"). You must read them, check the tick box and select "Submit" to confirm you agree with them before proceeding with this application.

Please take this opportunity to print or save the Terms and Conditions for future reference as they will not be available once you complete your application.

If this is a joint personal deposit account then all co-owners must read the Terms and Conditions and agree to be bound by them.

### **PART A: GENERAL**

#### I. Definitions

In these Terms and Conditions:

"eSignature" means a signature whereby you sign your name on a touch-enabled device using your finger or a stylus;

"Message Centre" means our online communication centre located in Online Banking and where encrypted communications may be transmitted between you and us;

"Online Banking" means our online banking service;

"we", "us" and "our" mean Royal Bank of Canada (the Bank) if your account is with the Bank, Royal Bank Mortgage Corporation (RBMC) if your account is with RBMC, Royal Trust Corporation of Canada (RTCC) if your account is with RTCC or The Royal Trust Company (RTC) if your account is with RTC; and

"You" and "your" means the applicant(s).

## II. Enroll in Online Banking

If you are not already enrolled in Online Banking, and the statement or notification delivery option for any of your accounts is electronic, then you agree that you, or if you are applying for a joint personal deposit account, then at least one of you will enroll in Online Banking. In addition, you agree that you, or if you are applying for a joint personal deposit account, then at least one co-owner, will stay enrolled in Online Banking during the time that your statement or notification delivery option is electronic.

## **III.** Changes to the Terms and Conditions

We may change the Terms and Conditions, other than those terms required by law, by providing you with written or electronic notice, including by providing you with notice (i) in your electronic statements, (ii) in the Message Centre or elsewhere in Online Banking, or (iii) sent to the email address you last provided via Online Banking or to your mailing address last appearing on our

records. If you access Online Banking after the effective date of the change, it will mean that you have agreed and consented to the change.

## IV. 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).

## V. Governing Law

The Terms and Conditions will be exclusively governed by the laws of the Province or Territory in which you live. If you live outside of Canada, the Terms and Conditions 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 and Conditions.

## PART B: TERMS FOR PERSONAL DEPOSIT ACCOUNT APPLICATION

If you are applying for a personal deposit account, then in addition to any other applicable Parts, your application will be subject to this Part B.

## I. Consent to Electronic Availability of Account Disclosures (the "Consent")

To complete the account open process, we must provide, and you must review and consent to the terms and conditions pertaining to this account type, as described in the Account Disclosures (defined below). As you have chosen to open the account online, we will provide you with the Account Disclosures in electronic form provided that you consent to receive them in electronic form.

### 1. **Definitions.**

In this Consent:

"Account Disclosures" means the terms and conditions pertaining to your personal deposit account provided in the link below to the Disclosures and Agreements Booklet and any applicable Interest Rate, both the subject of this Consent.

#### 2. Consent and Electronic Process.

- (a) You consent to us making your electronic Account Disclosures available for you to review in the link below on this website page.
- (b) In addition, your electronic Account Disclosures can be accessed on our website at <a href="https://www.rbcroyalbank.com/onlinebanking/servicech.html">https://www.rbcroyalbank.com/onlinebanking/servicech.html</a> and in Online Banking under the "Legal" link at the bottom of the page.
- 3. **Availability.** If you want to retain copies of your electronic Account Disclosures, you can print or save a copy of them now or access them on our website or in Online Banking as described in 2(b) above. You can also visit your local branch to obtain a paper version of the Account

Disclosures.

### II. Agreement to the Terms and Conditions in Your Account Disclosures

By submitting this request to open an account, you consent to the terms and conditions pertaining to this account type, as described in the Disclosures and Agreements Booklet (provided in a link below), including any applicable Interest Rate (also provided in a link below) that applies to this account.

## ▶ <u>Disclosures and Agreements Booklet</u>

A detailed booklet outlining all agreements and disclosures pertaining to the operation of your account, including your client agreement, client card agreement, as well as the service fees and operating conditions of your account.

View Interest Rates for this account

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

As you have chosen to open this account online, we will provide you with Statements and Notifications (as defined below) in electronic form provided that you consent to receive them in electronic form.

- 1. Consent to Receive Electronic Delivery of Statements and Notifications. You consent to receive the following in electronic form in Online Banking:
  - (i) Monthly account statements related to your personal deposit account ("Statements"); and
  - (ii) Notices that we are required by law to send you in writing including changes to the account agreement, increases in fees and the introduction of new fees applicable to your personal deposit account ("Notifications"). If you are converted to or you switch to a new account type, Notifications include the account disclosures, agreements and any interest rate applicable to the new account type.

## **2. Electronic Delivery Process.** You acknowledge that:

(a) Through links in Online 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, you may select to have an email sent to the personal email account you specify in Online Banking, advising you that an electronic Statement is available. 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.
- **3. Document Options.** For all personal deposit accounts, other than the RBC High Interest eSavings® account and the RBC U.S. High Interest eSavings® account, 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-Royal 11. This change can also be made by clicking on the View and Manage Documents link in Online 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 RBC High Interest eSavings account or your RBC U.S. High Interest eSavings account, you can contact us at 1-800-Royal 11.

- **4. Contact Information.** You will advise us of any changes to your contact information that you have provided in connection with Online 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. 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 Adobe‡ Reader‡ software installed on your computer. We do not own or operate, and are not responsible for, Adobe Reader software.

- **7. Review your Electronic Statement.** You are required to review your electronic Statement. If you think there is an error, you must contact us within 45 days from the date of your electronic Statement or we will consider our records to be correct.
- **8. 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.

## IV. Agreement Relating to eSignatures

You may choose to provide us with your signature on the documents required for opening your personal deposit account by using an eSignature. If you choose to use an eSignature, then you agree that you will only provide us with your eSignature using a stylus or your finger on the touchenabled device and that such eSignature shall be legally binding.

# V. Agreement Relating to the Account Verification Service

If you choose to use the Account Verification Service (defined below), then in addition to any other applicable parts, this Part V applies.

### 1. Definitions.

In this Part V:

"Account Verification Service" means our online account verification service that uses the Login Information and other information that you provide to us while using the service to validate your identification during the account open process;

"Login Information" means usernames, passwords and/or answers to personal verification questions from other financial institutions; and

"Third Party Service Provider" means a party retained by us to act on our behalf to provide, or to assist us in providing, the Account Verification Service.

- 2. Authorization. You authorize and direct us and any Third Party Service Provider (for the purpose of this Section 2, "we" or "us") to act as your agent and to do, on your behalf, all things necessary to provide the Account Verification Service, which includes visiting the website of the financial institution you select and using the Login Information and other information that you provide to us to validate your identification during the account open process. You confirm to us that you have the right to give us this authorization and direction. You acknowledge and agree that we are entitled to rely on the foregoing authorizations and agency granted by you.
- 3. **Collection, Use and Disclosure of Information**. Except as varied by Section 3(a) below, the consents and authorizations contained in this Section 3 will not change any other consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your personal information.
  - (a) You authorize us to collect, use and disclose any information required to provide or operate

the Account Verification Service, or any information you may provide while using the Account Verification Service, for the following purposes: (i) to provide the Account Verification Service; (ii) to share such information with any Third Party Service Provider for the purpose of providing or assisting us in providing the Account Verification Service to you; and (iii) to prepare the reports described in paragraph (b) of this Section.

- (b) You also authorize any Third Party Service Provider to use any information required to provide or operate the Account Verification Service and any information you may provide while using the Account Verification Service for preparing, using and distributing statistical, profiling, performance or operation reports about the Account Verification Service, provided that if such reports are distributed to a participant in the Account Verification Service other than us, the information contained in all such reports will not be attributable to you.
- (c) In the event that a Third Party Service Provider is located in a foreign jurisdiction, it is bound by the laws of the jurisdiction in which it is located and may disclose personal information in accordance with those laws.
- 4. Other Financial Institution. You acknowledge that the Account Verification Service is not endorsed or sponsored by other financial institutions. If you provide us with your Login Information for the purpose of the Account Verification Service, you acknowledge that financial institutions may not have consented to, and may not have knowledge of, our use of your Login Information for the purpose of the Account Verification Service. It is your responsibility to review your agreements with your other financial institutions to determine whether disclosure of Login Information to another party for the purpose of the Account Verification Service is permitted, what the consequences of such disclosure may be and your liability in connection with such disclosure.
- 5. **Liability.** We are not responsible for any losses that result from your use of the Account Verification Service.

### PART C: TERMS FOR CREDIT CARD APPLICATION

If you are applying for a credit card, then in addition to any other applicable Parts, your application will be subject to this Part C.

By submitting an application for a credit card, you are asking us to open a Credit Card Account in your name, issue a Credit Card to you (and to any Authorized User if you have named one in this Application), and renew and replace the Credit Card(s) periodically. You certify that all information you have supplied to us in the Credit Card section of the application (the "Credit Card Application") is true and complete. You understand and agree that we will conduct a credit review based on the information you have provided and information we have collected from other sources, including credit reporting agencies, as further described in Part D: Collection and Use of Personal Information.

You agree to comply with the RBC Royal Bank Credit Card Agreement (the "Credit Card Agreement") that we will send to you at the time we issue, renew or replace your Credit Card. You

are responsible for all use of the Credit Card Account by any Authorized User and understand that all Authorized Users will have access to information about certain transactions and other Credit Card Account information. You will ensure that Authorized Users receive a copy of the Credit Card Agreement as well as any notices we send you regarding the use of a Credit Card and the Credit Card Account number.

The signing, activation or use of your Credit Card or your Credit Card Account number by you or any Authorized User means you have reviewed and read the Credit Card Agreement and agree to accept all of its terms.

All applicants must have reached the age of majority in their province/territory of residence.

#### **Co-branded credit cards**

If you are applying for a co-branded Credit Card and if your application is approved, you acknowledge and consent to the following additional uses and disclosure of information about you. Information you give us in this application will be shared with the co-brand partner for enrolment in that co-brand partner's rewards/loyalty program and used so that an appropriate rewards/loyalty account with that co-brand partner can be opened in your name, if you do not already have one. We may transmit to that co-brand partner any updates we receive of any of that information. From time to time, we and the co-brand partner may also exchange information about you (which may include your name, email address, mailing address, date of birth and Credit Card account number) in order to provide you with the benefits, services, or partner rewards (such as points, miles or reward dollars) that you earn with your co-branded Credit Card and to provide you with information about those benefits, services or partner rewards.

# I. <u>Agreement and Consent to Electronic Delivery of the Information Box for Your Credit Card Accounts</u>

As part of the Credit Card application process, we must provide, for your review, the information set out in the Information Box (the "Information Box") which is presented at the beginning of the Credit Card Application. As you have chosen to apply for your Credit Card online, we will provide you with the Information Box in electronic form provided that you consent to receive the Information Box in electronic form.

- **1.** Consent and Electronic Process. You consent to the Information Box being presented to you electronically as part of this online application on our website.
- **2. Availability.** If you want to retain copies of your electronic Information Box, you can print or save a copy when viewing it online.

## II. <u>Consent to Receive Electronic Delivery of Statements and Notifications for Your</u> Credit Card Accounts (the "Credit Card E Consent")

If you have selected the Electronic Statement and Notification option for your Credit Card:

We will provide you with Statements and Notifications (as defined below) in electronic form provided that you consent to receive them in electronic form.

- 1. **Definitions.** In this Credit Card E Consent:
  - "Card Account" means an RBC Royal Bank credit card account that we have opened in your name for which you have selected electronic Statements and Notifications as your delivery option;
  - "Card Information" means important information that is attached to your Statement (similar to the information located on the back of paper Statements);
  - "Legal Information" means legal and regulatory information that we are required by law to send you in writing, including, without limitation, changes to your RBC Royal Bank Credit Card Agreement or pricing changes (similar to inserts enclosed with paper Statements or information provided on Statements themselves);
  - "Notifications" means Card Information and Legal Information; and "Statements" means monthly account statements provided pursuant to your RBC Royal Bank Credit Card Agreement.
- 2. Consent to Receive Electronic Delivery of Statements and Notifications. You consent to receive Statements and Notifications in electronic form in Online Banking.
- 3. **Electronic Delivery Process.** You acknowledge that:
  - (a) Through links in Online 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) Card Information and certain Legal Information may appear on the Statements themselves. All other Legal Information will be sent through messages sent to 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.
  - (e) In addition to the notification in 3(d) above, you may select to have an email sent to the personal email address you specify in Online Banking advising you that an electronic Statement is available. 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.
- **4. Document Options.** You can change your preference from electronic to paper Statements and Notifications at any time by contacting any RBC Royal Bank branch or by calling us at 1-800-769-2512. This change can also be made by clicking on the View and Manage Options link in Online Banking.
- 5. **Contact Information.** You will advise us of any changes to the contact information that you have provided in connection with Online Banking.

6. **Availability.** During the time that you have chosen to receive electronic Statements and Notifications, your electronic Statements will be available to you for up to 7 years as long as your account remains open and you continue to be enrolled in Online Banking.

The electronic Notifications and any other notices that we send to you through the Message Centre will be available in the Message Centre for up to 90 days from the date we first sent them to you in the Message Centre, unless deleted by you.

The electronic Card Information will be available for viewing with your three most recent electronic Statements. If you require Card Information from before that time, please contact us. It is your responsibility to retain a copy of each Statement and Notification by saving or printing a copy while it is available to view in Online Banking. We can provide you with a paper copy of your Statement at our standard fee.

- 7. **Technical Requirements.** All electronic Statements and some electronic Notifications are presented as PDF files and you must have Adobe‡ Reader‡ software installed on your computer. We do not own or operate, and are not responsible for, Adobe Reader software.
- 8. **Co-Applicant Access to Card Statements.** If there is a co-applicant card on your Card Account or one is added later, that co-applicant will be able to see any current or archived electronic Statement from the time they were added to your Card Account, if they have Online Banking as well.
- 9. **Review Your Electronic Statement.** You are required to review your electronic Statement. If you think there is an error, you must contact us within 30 days of the Statement date or we will consider our records to be correct, except for credits improperly applied to your Card Account.
- 10. **Payment.** You will no longer be provided with the paper remittance form required to mail a cheque to us. If you choose to pay us by cheque through the mail, please include your account number on the back of the cheque. You can also pay via Online Banking or Telephone Banking, at a RBC Royal Bank branch or at an ATM.
- 11. **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 D: 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, computer 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, computer 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 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

#### 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 Conditions 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.