

Royal Bank

# Electronic Access Agreement

Summary. Information about the Agreement and how it is organized.

This Electronic Access Agreement (**Agreement**) applies when you use Online Banking and/or Mobile Banking (together, **Digital Banking**), other digital Services, and certain Third Party Services. It is a legally binding agreement between you and Royal Bank of Canada (**RBC**, **we**, **our**, or **us**). You can find definitions for any capitalized terms not otherwise explained in Part 4 – Definitions.

The Agreement is divided into the following parts:

Parts 1 to 4 contain general terms that apply to all Digital Banking Services, other digital Services and online functionalities. Parts 5 to 11 contain specific terms that apply to specific Services, in addition to the general terms in parts 1 to 4. If there is a conflict between the general terms and the specific terms for a particular Service, the specific terms will prevail.

**1. Electronic Delivery of Information:** Your consent to receive Information about your Accounts electronically by default.

2. Privacy: How we collect, use and share your information.

**3. Digital Banking and Other Services:** General terms and conditions for all Digital Banking including your use of Online Banking, Mobile Banking, data insights and analytical tools like NOMI, and other digital Services, such as RBC Launch (previously known as RBC Wallet).

4. Definitions: Definitions for capitalized words and terms used throughout the Agreement.

**5. Aggregation Services:** Specific Terms and conditions for Aggregation the Services, which collect, consolidate and present you with information you link from your other financial accounts.

6. MyAdvisor: A link to the specific terms and conditions for MyAdvisor.

**7. Verified.Me:** Specific terms and conditions for the Verified.Me Service, provided and operated by a Third Party Service Provider.

**8. Remote ID Verification:** Specific terms and conditions for the use of the Remote ID verification technology in Mobile Banking.

**9. e-Transfer Transactions:** Specific terms and conditions for the e-Transfer Service for sending and receiving payments.

**10. Mobile Cheque Deposit:** Specific terms and conditions for using the electronic cheque deposit feature in Mobile Banking.

**1. Electronic Delivery of Information.** You agree to receive Information about your Accounts electronically (by default).

This part contains your consent to receive Information about your Accounts electronically, by default. It explains the type of Information that will be delivered electronically, how the Information will be delivered, and how you can change your delivery preferences.

**Scope of this Consent:** This consent (**Consent**) governs the electronic delivery to you of Information. Information includes monthly or periodic account statements, disclosures, notices, confirmations, certificates, tax documents, terms and conditions, prospectuses or other offering documents, account opening applications, agreements and amendments applicable to your Accounts, or other information we may be required or permitted to send to you now or in the future under legislation for your Accounts. For additional examples of what this includes, please see the definition of "Information" in Part 4 – Definitions.

**Application of this Consent:** This Consent replaces all other terms and conditions and consents for the electronic delivery of Information between you and Royal Bank of Canada, Royal Bank Mortgage Corporation, Royal Trust Corporation of Canada, Royal Mutual Funds Inc. (**RMFI**), RBC Global Asset Management Inc. or The Royal Trust Company (for the purposes of Part 1, **we, us,** or **our**).

**Consent to Receive Information Electronically:** You consent to receive Information in electronic form only. By consenting to receive Information in electronic form only, you will receive Information in your documents page in Digital Banking or in your Message Centre in Online Banking (and Mobile Banking, if available), rather than in paper and electronic form. You hereby designate Digital Banking as your designated information system for this purpose.

**Consent Applies Immediately:** This Consent takes effect immediately upon acceptance of this Agreement and also applies any time you change your delivery preference in Digital Banking to receive Information in electronic form only. When your delivery preference is set to electronic form only, you may still receive some Information in paper form for a limited time (for example, you may receive one or more Account statements in the mail depending on your statement date).

What will be Delivered to you in Paper Form: We may provide you with Information in paper form if we are unable to provide it to you electronically, or otherwise at our discretion. Not all Information is currently available from us electronically. Information not currently available from us electronically will continue to be sent to you in paper form only until we begin to offer it electronically. You can find a list

of Information currently available electronically at this link: <u>https://www.rbcroyalbank.com/onlinebanking/bankingusertips/profile/statement\_options.html</u>

**Changing your Delivery Preference:** Other than for your RBC High Interest eSavings®, RBC U.S. High Interest eSavings® and NOMI Find & Save® accounts, you may request Information about any of your Account(s) to be delivered in paper and electronic form at any time in Digital Banking or by calling 1-800-769-2511. If you subsequently change your delivery preference back to electronic form only for any of your Accounts again, this Consent will apply again.

**Tax Documents:** The delivery preference you choose for the receipt of tax documents for any of your Accounts will apply to all of your Accounts. If you wish to receive any tax documents in paper form, you will need to change your delivery preference for tax documents to paper and electronic form in Digital Banking.

**How Electronic Documents Will Be Delivered to You:** When new Information in electronic form is available for you to access, we will send a message to your Message Centre. We may also send you an email (but only if you have provided us with your email address) to notify you that Information is available through Digital Banking.

Please note that email communication is not secure or reliable and email notifications may not be received by you in a timely manner or at all. We will not be responsible to you for any damages or costs resulting from your failure to receive an email notification. You may opt-out of email notifications by changing your email preferences in Online Banking.

**Technical Requirements:** Information may be presented as PDF files and may require you to have Adobe Reader or other third party software installed on your Device. We do not own or operate, and are not responsible for, Adobe Reader or any other third party software.

**Document Delivery:** Your Information is deemed to be delivered to you on the day that it is made available to you through Online Banking and not on the day that you actually access it.

**Your Responsibility to Access Electronic Documents:** By consenting to electronic delivery of documents, you understand that you must access Digital Banking to access your Information and agree to do so on a regular basis but in any event, not less than once every thirty (30) days). Choosing to receive email notification does not change your obligation to access Online Banking to access your electronic Information. We will not be responsible to you for any damages or costs resulting from your failure to access your Information.

**Contact Information:** You will advise us of any changes to your contact information that you have provided in connection with Digital Banking, including any change in your email address.

**Availability:** Electronic Information will be available for up to 7 years as long as your Account remains open, you continue to be enrolled in Digital Banking and your delivery preference continues to be electronic form only.

Information in electronic form sent to the Message Centre will be available for up to 90 days from the date we first notify you in the Message Centre, unless the Information is deleted by you. Information in electronic form sent to your documents page in Digital Banking will be available for up to 7 years. It is your responsibility to retain a copy of your Information by printing or saving it while it is available to view in Online Banking or Mobile Banking (if applicable). We can provide you with a paper copy of any Information that you have received electronically at our standard fee, if applicable.

**Co-Owner Access to Information:** Co-owners and co-applicants on some Account types (including personal deposit and credit card accounts), even if they are added to the Account later, will be able to see any current or archived electronic Information from the time they were added to the Account, if they are enrolled in Digital Banking as well.

**Other Agreements Continue to Apply:** Any agreements applicable to your Accounts continue to apply. You are required to review all of your Information in accordance with the provisions of the agreements applicable to your Accounts, and if you think there is an error, you must contact us as set out in those agreements.

**Investment Account(s):** In certain instances, securities legislation may provide you with a right to withdraw from the purchase of a mutual fund offered in distribution within a specified period of time after receiving certain Information from RMFI. It is your responsibility to monitor your Information in Online Banking and Mobile Banking (if applicable) to comply with the terms of your account agreement with RMFI or to enforce your rights under securities legislation.

**Capacity:** You represent to us that you have the authority to enter into this Consent with respect to your Investment Accounts, which may include any Investment Accounts opened with us in your name, either individually or jointly with another person, or in your capacity as a trustee, executor, officer or any other authorized representative.

**Automated Service:** If applicable, you understand that the services provided by us in connection with the delivery of Information with respect to your Investment Accounts constitute an "Automated Service", as defined in the account agreement that you have entered into with RMFI.

2. Privacy How we collect, use and share your information.

This part explains how we collect, use and share your information. It contains a link to our RBC Global Privacy Notice, and our security practices. It also explains how we collect and use your online activity information, and the situations in which we may share information with Third Parties and Third Party Service Providers.

**RBC Global Privacy Notice:** The RBC Global Privacy Notice describes how we collect, use and share your personal information. It also describes our security practices and your choices. Please visit the

RBC Global Privacy Notice to learn more (<u>http://www.rbc.com/privacysecurity/ca/our-privacy-policy.html</u>).

For more information about what we collect from you, the information we use and disclose when you visit RBC Company public and secure websites, RBC Company advertisements hosted on Third Party websites, Services or Third Party Services accessed through Online Banking or through our Apps, refer to our Digital Channel Privacy (<u>http://www.rbc.com/privacysecurity/ca/online-privacy.html</u>).

**Online Personalization:** You authorize us to collect (including through the use of cookies and other tracking technology) your online activity and information from:

RBC Company public and secure websites;

RBC Company advertisements hosted on Third Party websites; and

Services or Third Party Services accessed through Online Banking or through our Apps.

We may use your online activity information, in combination with other information we have about you, to promote products and services that may be of interest to you. If you do not want your online activity information to be used for online personalization, please contact your branch or call us at 1-800-769-2511.

**Ask NOMI Chatbot:** We will collect transcripts of the questions you ask the NOMI chatbot (**Ask Nomi**) in Digital Banking and the answers given (**Conversation Histories**). Conversation Histories will be used for testing and improving the performance of the NOMI chatbot Ask Nomi.

**Third Parties and Third Party Service Providers:** You authorize us to collect, use and disclose, any information required to provide or operate a Service or Third Party Service, or any information or content you may provide while using or accessing a Service or Third Party Service, to (1) share such information or content with any Third Party Service Provider or Third Party for the purpose of providing or assisting us in providing the Service or Third Party Service, and (2) prepare statistical profiling, performance or operational reports about a Service or Third Party Service.

You also authorize any Third Party Service Provider or Third Party to use information or any content you may provide while using the Service or Third Party Service for preparing, using and distributing statistical, profiling, performance or operation reports about such Service or Third Party Service. If such reports are distributed to anyone other than us, the information contained in all such reports will not be attributable to you.

**3. Digital Banking and Other Services.** Terms and Conditions applicable to all Services and Third Party Services.

This part provides the terms and conditions applicable to all of our Services, and Third Party Services. These terms and conditions include: How we communicate with you and provide legal notices

Information about fees

How to access and use the Services, including Digital Banking and our Apps

The RBC Digital Bank Security Guarantee

Your obligations for securing your information

Terms for changing and terminating this Agreement

Our ownership of Intellectual Property

Limitations on our liability to you

General contractual terms

Communications and Notices. How we will communicate with you and provide legal notices.

**How we will communicate with you:** You consent to us communicating with you electronically, through the Online Banking Communication Centre, your Devices, RBC websites, email, personal digital assistant, or fax (**electronic means**). We may also communicate with you or send you notifications by mail.

**How to communicate with us:** If you have any questions or concerns, you may reach us at any RBC Royal Bank branch, by calling 1-800 ROYAL® 1-1 (1-800-769-2511), or online at <u>www.rbcroyalbank.com</u>.

**Electronic communications treated as paper communications:** Communications with you by electronic means have the same legal effect as if they were provided on paper. You will not dispute any communication with us on the basis that it was signed, delivered, received or entered into by electronic means.

Fees. Your responsibilities for Services fees.

**Paying Fees:** You will pay all service fees or other charges that apply to the Services. This may include fees in addition to Account fees or charges. Service fees or other charges may be deducted from your Account at the time they are incurred. Unless stated otherwise, all fees will be expressed in Canadian dollars.

**Notices of Fees and Changes:** We may change fees and charges from time to time, and will give you prior notice of any changes.

**Third Party Fees:** You are responsible for any fees charged by Third Parties—for example, fees to either a sender or a recipient of an e-Transfer Transaction.

Alerts and In-App Messages. What they are and how to access them.

We are required to send you notifications about certain events or conditions (**Alerts**), such as when your balance or available credit falls below a certain amount. We may provide Alerts about other events or conditions for convenience and information purposes only. You may delete Alerts at any time.

Access to Alerts: You can receive and consult your Alerts: (1) in "Alerts and Notifications" in Mobile Banking or in "Messages / Alerts" in Online Banking, , (2) through push notifications to your Mobile device, (3) as an email, and (4) as a text message. You can select your preferred way of receiving Alerts in the Preference Settings in Online Banking or Mobile Banking. You can also choose not to receive Alerts by opting out. Even if you opt-out of receiving Alerts, you may still receive In-App Messages.

**In-App Messages**: When you use Mobile Banking, we may send you targeted, contextual messages in the form of a pop-up alert (**In-App Messages**) to notify you of service disruptions or other issues that may impact your banking experience, such as sign-in issues or payment issues. In-App Messages can also be used to ask for your optional feedback on specific issues through targeted client surveys. You cannot opt-out of In-App Messages and you may receive them even if Alerts or Push Notifications are disabled.

**Push Notifications:** Certain Apps support push notifications which you can enable or disable on your Device. Even if push notifications are enabled, your ability to receive them may be affected by factors outside of our control, including your connectivity and whether your Device is turned off.

Alerts are Unsecured: Alerts are unsecured and unencrypted and can be read by others if you allow them to access your email account, text messages or to view your Device, or if you sign in to an App on someone else's Device. Although we will partially mask your card and account numbers, information about your Accounts may be included in an Alert and anyone with access to your Device will be able to access Alerts and information contained in them.

**No Charges for Alerts:** We do not charge for Alerts, but standard message and data rates may be charged by your mobile carrier.

Sign-In Credentials. You are responsible for actions linked to your Sign-In Credentials.

**Use/Signing in:** Where required, you will access the Services using your Sign-In Credentials. Signing in with your Sign-In Credentials to one of our Apps provides access to our other Apps on your Device. If you sign into an App on a Device you do not own, there is a risk that your information (including your Sign-In Credentials) may be disclosed and accessible from that Device. It is your responsibility to keep your Sign-In Credentials secure.

**Information Preview:** If you turn on the Information Preview options in an App, certain information will be automatically available without signing into the App with your Sign-In Credentials. If you let others use, share or see your Device, they will be able to see your information. You can turn off the

Information Preview options at any time. We provide Information Preview for convenience and information purposes only.

**Acting on your instructions:** You authorize us to accept any instruction given by you or purported to be given by you (under your Sign-In Credentials) when accessing any of the Services or Third Party Services (**Instruction**). Any Instruction will have the same legal effect as if it was a written instruction and signed by you, and you are responsible for any Instruction while accessing the Services or Third Party Services. We may without notice, decline or refuse to act on any Instruction.

Payments in Digital Banking. Instructions for Payments in Digital Banking.

**Payments:** Certain accounts or other source of funds (**Funding Sources**) are available for making a payment, debit or transfer (**Payment**). Mobile Payments can also be made using our Apps. When making any Payment, you must ensure the accuracy of all information needed to complete the Payment, including account numbers, email addresses and payee names. We may update the recipient's information if we are informed by the recipient of a change or if we believe it necessary, without notice to you.

**Delay in Payment:** There may be a delay between any Instruction you provide, the withdrawal of any Payment from a Funding Source, and receipt of the Payment by a Third Party. You are responsible for accounting for this potential delay and for timing any Instruction to us accordingly.

**No Liability:** We are not responsible for any disputes you have with a Third Party including if that Third Party (1) does not credit you for a Payment for whatever reason, (2) charges you fees or penalties, or (3) does not supply goods or services purchased or the goods or services are not suitable.

**Limited Content:** Not all Online Banking content is available through Mobile Banking or Mobile Payments including your Online Banking Communication Centre. You must regularly access Online Banking other than through Mobile Banking to access your Online Banking Communication Centre and other content exclusive to Online Banking.

**Canada and the US Only:** Mobile Banking and Mobile Payments may not be available for use in locations outside of Canada and the United States.

**Language:** Mobile Banking and Mobile Payments will be provided in English or French based on the language settings in your Device. If the language setting in your Device is other than English or French, Mobile Banking and Mobile Payments will be provided in English.

Insights and Analytical Tools. How we generate and use insights based on your past transactions.

Certain features, tools or capabilities in Digital Banking use data mining, statistics, artificial intelligence or other predictive technologies to make predictions or derive insights based on your historical transactions (**Insights**). These tools include, but are not limited to, the "NOMI" features

available in Digital Banking (for example, "NOMI Insights", "NOMI Forecast") or "Budget Recommendations".

How we use Insights and analytical tools: We use Insights and analytical tools for a wide variety of reasons including, but not limited to:

Help you manage your finances (for example, identify when income and expenses are typically added to your account; identify your primary spending categories, money sources and cash flow trends; alert you when your account balance is low; and send reminders to avoid late payments);

Help us prevent and detect fraudulent uses of your Accounts (for example, by detecting differences in the spending patterns associated with your Accounts and flagging unusual transactions);

Help us identify products and services that are the most relevant to you (for example targeting offers suited to your needs);

Help us educate you on basic financial principles (for example, sharing savings or investment tips; and providing guidance on ways to use your RBC products and services efficiently);

Improve your experience or help us run our operations.

We reserve the right to add new Insights and analytical tools, and to expand or modify the purposes for which we use Insights and analytical tools, at any time and without notice. Insights and analytical tools may continue to learn on an ongoing basis to improve the accuracy and/or the quality of the predictions.

**Consent and Opt-Out:** You consent to RBC analysing your transaction history (for example, your spending patterns over the course of weeks or months, the services that you are already using or receiving and/or your banking interactions) to derive Insights. You may opt-out of receiving Insights at any time via the settings section of the RBC Mobile App or by calling the Advice Centre. By opting out, you will stop receiving Insights but RBC will continue to analyze your transaction history to improve our service or for fraud detection purposes.

**No Liability for Insights:** We cannot and do not guarantee that the Insights that we provide to you will be accurate, complete, or free of errors, inaccuracies or other irregularities. When made available to you, the Insights are provided AS IS, AS AVAILABLE and for information purposes only. Insights are not to be construed or interpreted as tax, legal, financial or investment advice, are not intended to substitute or replace an RBC financial advisor, and do not create any fiduciary or brokerage duties towards you. We are not responsible, and you are solely responsible if you choose to use Insights to make or omit to make any financial decision or transaction.

Setting Limits. We can set limits on your Services.

We can set access limits for the Services—for example, dollar limits on the amount you can transfer in a day. We can change these access limits at any time without notice to you. You can find your access

limits at any time in Online Banking.

RBC Digital Banking Security Guarantee. Our responsibility for Unauthorized Transactions.

**When the guarantee applies:** This section governs our liability for Unauthorized Transactions (as defined below).

**Our guarantee to you:** We will reimburse you for monetary losses to your Account(s) resulting directly from the following unauthorized transactions on your Account(s) using Digital Banking or Mobile Payments (collectively, **Unauthorized Transactions**):

transactions that occur after you notify us that you believe that any of your Passwords may have become known by someone, or that you noticed unusual, suspicious or fraudulent activity on any of your Accounts;

transactions where it can be shown that you have been a victim of fraud, theft or have been coerced by trickery, force or intimidation, so long as you report the incident to us immediately and cooperate and assist us fully in any investigation;

transactions resulting from negligent conduct by us, our employees or Third Party Service Providers;

*Interac*Online Payment transactions resulting from negligent conduct by any Third Party participating in *Interac* Online Payment; and

any failure, error, malfunction, or technical problem of our system or equipment or that of any Third Party Service Provider or any Third Party participating in *Interac*Online Payment.

**Your responsibilities:** Despite the above, we are not responsible for and we will not reimburse you for losses to your Account(s) under the RBC Digital Security Guarantee if:

you do not comply with any of your obligations under this Agreement or you do not comply with any instructions we may provide to you in connection with Digital Banking or Mobile Payments;

you engage in any fraudulent, criminal or dishonest acts related to Digital Banking or Mobile Payments;

you access Digital Banking or Mobile Payments via a Device that you know or reasonably should know contains software that has the ability to reveal or otherwise compromise any of your Passwords, Personal Verification Questions or an e-Transfer Question and Answer;

you carry out the transaction, including if the transaction is a result of any mistake, error, omission, inaccuracy or other inadequacy of, or contained in any data or information that you give to us;

you share any of your Passwords or Personal Verification Questions; or

you consent to, contribute to or authorize a transaction in any way.

**Exceptional Losses:** In no event, even if we are negligent, will we be liable for any loss of data, or any indirect, consequential, special, aggravated, punitive or exemplary damages, in whole or in part, (including any business interruption, loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if we were advised of the possibility of such damages.

Security. You are responsible for the security of the information used to access the Services.

**Password Criteria:** Your Passwords, Personal Verification Questions, and e-Transfer Question and Answer must be unique and not easily guessable. Examples of bad passwords include birth dates or names of you or your family members, your telephone number, social insurance number, or sequential numbers such as "1234". You must not select a Password that is the same as any personal identification number (PIN) you use with a Client Card or credit card issued to you or your selfselected Username.

**Securing Passwords**: You must always keep your Passwords and Personal Verification Questions strictly confidential. You must not disclose your Passwords or Personal Verification Questions to anyone. The sole exception to this obligation is set out in the next paragraph.

You may choose to share your Password and/or Personal Verification Questions with an Aggregator or an Account Verifier. If you choose to do so, you understand we will not help an Aggregator or Account Verifier in any way, and we will not be responsible for the information retrieved by the Aggregator or Account Verifier. In addition, we will not be responsible to you for any losses that may result from (1) you sharing your Password or Personal Verification Questions, or (2) you using the Aggregation Service, a Third Party Account Aggregation Service, or Third Party Account Verification Service. You are responsible for reviewing the security and privacy standards, and the terms of use of an Aggregator or Account Verifier to determine what your potential liability could be in connection with their services. You will change your Password immediately when you end a Third Party Account Aggregation Service or Third Party Account Verification Service. For security and system reasons, we have the right to prevent Aggregators or Account Verifiers from accessing your Accounts.

**Compromised Passwords:** If you believe that someone may know your Passwords or Personal Verification Questions, you must immediately: (1) tell us; and (2) change the Passwords or Personal Verification Questions that you believe have been compromised.

**Biometric ID Feature:** You may only use the Biometric ID Feature on your Device as long as no fingerprint(s), face(s), or other biometric identity besides your own are registered on the Device and no one else knows your Device Passcode. This will protect the security of your Accounts and information and will help prevent Unauthorized Transactions.

**Voice Recognition Feature and Messaging Feature**: Using the Voice Recognition Feature or the Messaging Feature will have the same effect as using your Sign-In Credentials. If you have enabled either of these features and your Device is unlocked anyone can use these features to access

information about your Accounts (including information about your payees), and initiate Payments, all without your Password. You are responsible for any information accessed and Payments made using the Voice Recognition Feature or the Messaging Feature.

**Device Passcode:** Entering your Device Passcode may be required when you access the Services from a Device (for example, to complete a Mobile Payment). You must not disclose your Device Passcode to anyone. We will not be responsible for any losses associated with you sharing your Device Passcode.

**Safe Practices:** When using the Services and Third Party Services, you will take all steps necessary (for example, blocking the screen or key pad on your Device) to ensure that you do not reveal any confidential information to anyone. There are sections on our websites that advise you how to improve security of Digital Banking which you must read regularly.

# Security Requirements: You agree to:

Sign out after each Digital Banking session;

Not leave your Device unattended while logged into a Digital session or otherwise accessing Services;

Protect your Device from loss or theft;

Implement and maintain reasonable and available security measures for your Device (for example, up-to-date virus scanning software and a firewall system; and

Comply with any additional security requirements that we may require in connection with the Services.

**Suspicious Activity:** You will notify us immediately if you become aware of any unusual, suspicious or fraudulent activity in an Account.

Feedback. We may ask for your opinion and use it to improve Services.

We may ask for and you may provide, at your sole discretion, your input regarding the Services, including comments, ideas or suggestions on the possible creation, modification, correction, improvement or enhancement of the Services (**Feedback**). You have no obligation to give us Feedback. However, if you submit Feedback to us, through In-App Messages or otherwise, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, reproduce, publicly display, modify or publicly perform the Feedback in any manner and for any purpose, without notice, obligation, restriction or remuneration of any kind to you, based on intellectual property rights or otherwise. You represent and warrant that you will not provide any Feedback that you know or have reasons to believe might infringe any third-party's intellectual property rights or misappropriate any third party's confidential information or trade secrets.

Your Obligations and Prohibitions on Use. What you must do and cannot do when using the Services.

You must ensure that all information about yourself and your Funding Sources are complete and accurate. You agree not to:

Access or use the Services for illegal, fraudulent, malicious or defamatory purposes;

Do anything that could undermine the security, integrity, effectiveness, goodwill or connectivity of the Services; and

Reverse engineer the source code for any Software, or any of the service technology.

Third Party Service Providers and Third Parties. Other entities help us provide the Services.

**Use of Third Parties:** We may use Third Parties and Third Party Service Providers to assist us in providing the Services and Third Party Services. We do not sponsor or endorse, nor are we affiliated or associated with, any Third Party Service Provider or Third Party except for our subsidiaries or affiliates. No Third Party is our agent. Third Party Service Providers or Third Parties located in foreign jurisdictions are bound by the laws of their local jurisdiction and may disclose personal information in accordance with those laws.

**No Warranties or Liabilities:** Your use of any Third Party Service is at your sole risk and is subject to any Third Party terms. Third Party Services are provided on an "as is" and "as available" basis. We disclaim all warranties (express or implied) in connection with any Third Party Services. We make no warranties regarding any information, products and other content included in or accessible from any Third Party Service.

**Third Party Software:** If we use Third Party Service Providers to assist us in providing Software, you accept that:

THE SOFTWARE COMES "AS IS" AND YOU ASSUME THE ENTIRE RISK FOR THE PERFORMANCE OF THE SOFTWARE. THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE, UNDER THIS AGREEMENT OR OTHERWISE.

In no event will a Third Party Service Provider be liable for any loss of data, or any incidental, indirect, consequential, special, aggravated, punitive, exemplary or similar damages whatsoever, in whole or in part, (including any business interruption, loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if the Third Party Service Provider has been advised of the possibility of such damages.

In no event will Third Party Service Provider's liability to you exceed the amount of fees paid by you.

Liabilities and Indemnities. Read this carefully - it limits your right to sue us.

This section applies in addition to the limitation of liability and indemnity provisions found in other parts of the Agreement.

**No Liability Unless we are Negligent:** We will not be liable for any loss, damage, delay or inconvenience to you in connection with this Agreement, the Services or Third Party Services, or any Instructions provided in connection with the Services and Third Party Services.

The only exception to this is if we are negligent as compared to reasonable commercial standards, subject to the exclusions set out below. For clarity, nothing in this section affects the RBC Digital Banking Security Guarantee.

**No liability Even if we are Negligent:** We will not be liable to you, even if we are negligent, for any loss, damages, delay, or inconvenience to you for any:

Losses related to your failure to do something, including a failure to meet your obligations under this Agreement;

Mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in any data or information, including as a result of a failure to update data or information;

Actions or failures to act by any Third Party or Third Party Service Provider;

Delay, error, interruption or failure by us to perform or fulfill any of our obligations to you due to any cause beyond our control, any system malfunctions or any technical failures;

Delay or inability to access or use the Services or Third Party Services, including any charges such as late fees or additional interest you may have to pay to a Third Party;

Inaccuracy, interception, review or alteration by others of any unsecured communications;

Failure to receive or view a Document that has been presented to you, or a notification that a Document has been presented to you;

Cancel your Enrolment under Part 7 - Document Presentment;

Any losses or inconvenience related to your obligation to an Issuer under Part 7 – Document Presentment;

Suspension or termination of your access to the Services by us under the Changes and Termination section below; or

Content you access after leaving our website or our Apps including any Third Party's website or app regardless of whether or not that content was accessible from our website or Apps.

This limitation of our liability applies even if we were advised of the possibility of such damages or losses. This limitation of our liability includes loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss, and damages in the form of incidental, indirect,

consequential, special, aggravated, punitive, exemplary or similar damages, or damages for business interruption.

**Release/Indemnities:** Except with respect to claims, costs and liabilities arising because of our negligence, you will release and indemnify us and any other person for any claim, cost and liability incurred as a result of your access to or use of the Services or Third Party Services, or your breach of the terms and conditions of this Agreement.

Changes and Termination. How we can make changes to and terminate the Agreement.

**Changes to this Agreement:** We can change this Agreement by giving you notice of the changes, before the changes take effect. We can make changes to the Agreement regarding:

What the Agreement covers and the Services that we provide;

The structure of the Agreement;

Insights and analytical tools;

The rights and duties associated with your Account, Digital Banking or the Services;

Communications, language and monthly statements;

Alerts or In-App Messages;

Cancellation, amendment, interpretation and enforcement of this Agreement;

The assignment of our rights;

Limitation of liability;

Complaints and privacy; and

Changes in our internal processes

(each an "Amendment").

We will send you, at least thirty (30) days before the Amendment takes effect, a written notice setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below. The change will take effect on the date indicated in the notice.

You may refuse the Amendment, terminate this Agreement and request to close your Account without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in our obligations. You may send us your notice at PO BOX 4047 STN A, TORONTO ON M5W 1L5. If you refuse the Amendment, you will no longer have access to Digital Banking.

If you have not taken any of the steps in the above paragraph, and you use the Services after the Amendment comes into force, it will mean that you accept the Amendment.

If you use Digital Banking or any of the Services after being notified of changes to the Agreement and those changes have come into effect, you are deemed to have reviewed and accepted those changes.

**Changes to the Services:** We can change any part the Services, without giving you notice. This Agreement applies to any changes to the Services.

**We may terminate:** At any time, we can terminate any part of this Agreement or suspend or terminate your access to any of the Services for any reason whatsoever at any time without prior notice.

**You may terminate:** You can terminate your access to Digital Banking and the applicable provisions of this Agreement by providing us notice through our Message Centre or by calling us at 1-800-769-2511.

You can terminate access to Telephone Banking and the applicable provisions of this Agreement by calling us at 1-800-769-2511.

Software. Terms that apply if you download Software.

**License to you:** We grant to you a non-exclusive and non-transferable single-user (non-concurrent) license for the Software for individual use only. The license authorizes you to use the Software in object code format to use Mobile Banking, and/or access any Services, features, functionality, content and/or information made available by us. This license may not be assigned by you unless agreed upon in writing by us. We have no obligation to provide any training, maintenance, or other assistance for the Software.

**Ownership by us:** We retain at all times all ownership rights, including without limitation, copyright, in the Software. You agree not to copy, reproduce, transfer, disclose, distribute or reverse engineer the Software.

**No Liability:** YOU ACCEPT THE SOFTWARE "AS IS" AND ASSUME THE ENTIRE RISK FOR THE PERFORMANCE OF THE SOFTWARE. WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE, UNDER THIS AGREEMENT OR OTHERWISE.

**Termination:** We may end terms relating to the Software at any time on notice to you. Upon termination of these terms, you will destroy or return all copies of the Software or of any documentation for it then in your possession.

Your Consent: By installing Software such as our Apps on your Device, you consent to:

The installation of Software and any future updates or upgrades to the Software. You may withdraw your consent by deleting the Software from your Device. To request assistance in the removal or disabling of Software, contact 1-800 769-2511; and

The use of Software functions including accessing recipient information from your contact list for the e-Transfer Service, accessing your camera for Mobile Cheque Deposit or Remote ID verification and accessing your physical location for Find a Location. You can view a full list of Software functions here: https://www.rbcroyalbank.com/ways-to-bank/mobile/index.html.

# Intellectual Property. You can use the Services, but we own everything related to them.

We are the owner of all intellectual property rights subsisting on each website page in Digital Banking and Mobile Payments screens made available through our Apps. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on our Services are our property. No part of any website page in Digital Banking and Mobile Payments may be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, without our express written permission. The only exception is for personal and non-commercial use (including viewing, printing or archiving of electronic copies of your Digital Banking activities), that is otherwise in accordance with the terms of this Agreement and as we may further instruct you. Nothing in this Agreement or on our Services is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

Miscellaneous Terms. General contractual terms including governing law.

**On-Screen Terms form part of the Terms:** In addition to this Agreement, Service Terms that are displayed in Digital Banking also apply. Some of these may only appear when you click on information icons or links in Digital Banking. You are responsible for accessing and reading all of these Service Terms. By using or accessing a Service or Third Party Service, you agree that these additional Service Terms also apply to your use of or access to the applicable Services or Third Party Services.

**Electronic Agreements and Signatures are Binding:** Agreements you agree to electronically, including using an Electronic Signature, are binding and have the same legal effect as if they were written down and signed on paper. You will not dispute any agreement, or other terms, with us on the basis that it was delivered, received or entered into electronically, including using an Electronic Signature.

**Electronic Records are Equivalent to Paper Records:** Our records regarding any Accounts or Services are final and conclusive (including electronic data and records, and those of any Third Party or Third Party Service Providers). These records will be admissible in any legal, administrative or other proceedings, and will be conclusive evidence of the contents of those records the same as if they were original paper records. You waive any right to object to the introduction of any such electronic data or records into evidence.

**Severability:** If any provision of this Agreement is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of this Agreement.

**Governing Law**: This Agreement is governed by the laws of the Province or Territory in which you live. If you live outside of Canada, this Agreement will be governed by the laws of the Province of Ontario. You and we agree that the courts of the Province or Territory specified in this section shall have exclusive jurisdiction over each of us for the determination of any matters arising out of this Agreement.

Language (All provinces except Quebec): You and we have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language.

Language (Quebec only / Québec seulement): Vous et nous avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

**Conflict:** If there is a conflict between a term in this Agreement and in any other agreement with us (**Other Agreement**), or between this Agreement and the Service Terms, the Other Agreement and the Service Terms, as applicable, will apply to the extent necessary to resolve the conflict.

4. Definitions Definitions for capitalized words and terms.

This part explains the definitions for capitalized words and terms used throughout the Agreement.

Capitalized words and terms used in the Agreement will have the meanings set out in this part. The word "including" followed by a list means that the listed items are just examples of what we are referring to, but there may also be other examples as well that are not listed.

"Account(s)" means all of your existing and future personal accounts with us, opened in your name (either alone or with other account holder(s) or borrower(s)), for which Information is or may be issued by us, and that you may access from time to time using the Services, excluding business accounts. "Accounts" include: personal deposit accounts, credit card accounts, personal and vehicle financing loans, home equity financing accounts, Investment Account(s), and safe deposit boxes.

"Account Provider" means an RBC Account Provider or a Non-RBC Account Provider.

"Account Verifier" means a Third Party who provides a Third Party Account Verification Service.

"**Aggregated Account**" means an Available Account that you choose to be viewed via the Aggregation Service.

"Aggregation Information" means account type, account number, account and balance and transaction information regarding an Aggregated Account..

"Aggregation Service" means our account aggregation features in Digital Banking which retrieve, consolidate, organize and present Aggregation Information to you. For example, Aggregation Services

are used in the myFinanceTracker Service and the MyAdvisor Service.

"**Aggregator**" means a Third Party who provides a Third Party Account Aggregation Service. Note that an Aggregator does not include a Third Party that allows you to do transactions through their service or that does transactions on your behalf.

"Agreement" means this Electronic Access Agreement.

"Alert Centre" means the location in Online Banking where you may access your Alerts.

"Alerts" means notifications about certain events or conditions that you may access in your Alert Centre.

"**App**" means our Software that you can download onto a mobile Device to access certain Services and Third Party Services.

"ATM" means automated teller machine.

"Autodeposit" means Accounts held with us or accounts held with any Third Party, which we allow you to view via an Aggregation Service.

"Available Accounts" means Accounts held with us or accounts held with any Third Party, which we allow you to view via an Aggregation Service.

"**Biometric ID Feature**" means the feature that RBC may offer which uses the Biometric ID Service to allow your fingerprint, face, or other biometric identity registered on a Device to sign into the App and access your RBC Accounts, Information and Services.

"**Biometric ID Service**" means the fingerprint, face, or other biometric identity service provided by RBC or Third Parties.

"**Business Day**" means regular weekdays only and excludes Saturdays, Sundays, bank holidays and federal or applicable provincial statutory holidays.

"Client Card" has the meaning contained in the Client Card Agreement.

"Client Card Agreement" means the agreement that applies to your use of your Client Card.

"Deposit Account" has the meaning contained in the Deposit Account Agreement.

"**Deposit Account Agreement**" means the Personal Deposit Account Client Agreement that applies to all your personal deposit accounts.

"**Device**" means a computer, telephone, cell phone, mobile device, wireless device or any other electronic device that you use to access Digital Banking or the Services.

"**Device Passcode**" means the passcode, password, biometric information or other authentication method that you designate to access any Device. The Biometric ID Feature is an example of a Device Passcode.

"Digital Banking" means Mobile Banking and Online Banking.

"**Document(s)**" means electronic versions or representations of bills, invoices and other records, notices, statements, confirmations or documents, or information in summary form about the foregoing. We choose which Documents may be presented via the Document Presentment Service. You request for Documents to be presented to you via the Document Presentment Service. Documents may also be called "ebills".

"**Document Centre**" means the online document centre located in MyAdvisor where documents and other information relating to MyAdvisor Services may be securely provided to you.

"Electronic means" has the meaning given in the Communications and Notices section of Part 3 – Digital Banking and Other Services.

"Electronic Signature" means any electronic information unique to you, which you create or adopt to show your acceptance. Examples of an Electronic Signature include an electronic representation of your handwritten signature, or clicking on an "I Accept" button, combined with relevant data such as date, time and user ID.

"e-Transfer Transaction" means an Interac e-Transfer Transaction sent or received through the e-Transfer Service.

"e-Transfer Service" means the Interac e-Transfer Transaction feature in Digital Banking that allows you (1) to send funds from certain Accounts to another person by specifying an email address, mobile number or other permitted contact information, or (2) to receive funds.

"e-Transfer Request Money" means a request for an e-Transfer Transaction made by a Requestor to a Responder.

"e-Transfer Question and Answer" means the security question and answer created by a Sender and used for verification purposes for the e-Transfer Service.

**"Feedback"** means any input that you provide to us regarding the Services, including, without limitation, suggestions, testimonials, endorsements, comments or ideas on the possible creation, modification, correction, improvement or enhancement of the Services.

"**Funding Source**" means any Account, prepaid card or other source of funds that we deem eligible as a payment source for transactions.

"**Image**" means a digital representation of the front and back of an original paper Instrument. An Image is an Instrument as defined in the Deposit Account Agreement.

**"In-App Messages"** means targeted, contextual messages sent to your Device in the form of a pop-up alert to notify you of service disruptions, ask for your Feedback or inform you of other issues that may affect your banking experience.

"Information" means monthly or periodic account statements, disclosures, notices (including changes to your Account agreement(s) and changes to fees or interest rates applicable to your Account), confirmations, certificates, tax documents (including any T3/R16, T4/R2, T5/R3, RRSP contribution receipt), terms and conditions, prospectuses or other offering documents, account opening applications, agreements and amendments applicable to your Accounts, or other information we may be required or permitted to send to you now or in the future under legislation (such as banking, securities, tax, insurance, etc.) for your Accounts.

"**Information Preview**" means the feature in Mobile Banking which allows you to automatically see certain information about your accounts without signing in to the applicable App using your Sign-In Credentials.

"Instruction" means any instruction given by you or purported to be given by you when accessing the Services and Third Party Services. Instructions include any instructions provided by you using the Voice Recognition Feature or Messaging Feature.

"**Instrument**" has the same meaning as set out in the Deposit Account Agreement and includes items such as cheques, drafts and money orders.

"*Interac*" means Interac Corporation and includes its successors and assigns. It supplies services related to e-Transfer Transactions to us and other financial institutions participating in the e-Transfer Service.

"*Interac* Online Payment" means the online debit payment feature available on selected merchant websites and processed through Digital Banking. It allows you to debit funds from some Accounts to pay for goods and services to a Third Party participating in *Interac* Online Payment.

**"Investment Accounts**" means your investment account(s) or registered plan(s) held with us within which financial assets (including mutual funds, guaranteed investment certificates and term deposits) are held.

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

"**Messaging Feature**" means the feature that RBC may offer which uses the messaging and notification capability provided by RBC or a Third Party to allow you to access your Information and initiate certain Payments within certain Apps.

"**Mobile Banking**" means certain mobile-optimized Services, Third Party Services, Software or Information accessed on your Device, including through our websites and our Apps.

"Mobile Cheque Deposit" means the mobile payment feature available through our Apps which allows you to debit or credit funds from a Funding Source using NFC technology to conduct transactions with Third Parties. Mobile Payments does not include mobile payment features that may be offered by Third Parties through our Apps.

"**Mobile Payments**" means the mobile payment feature available through our Apps which allows you to debit or credit funds from a Funding Source using NFC technology to conduct transactions with Third Parties. Mobile Payments does not include mobile payment features that may be offered by Third Parties through our Apps.

"**MyAdvisor**" means the online platform that allows access to certain features, functionality, content and information, including access to advisors and investment tools.

"**NFC**" means near field communication which allows for communication between Devices and other near field communication enabled equipment by touching or bringing them close together to conduct transactions including data exchange and contactless payments.

"**Non-RBC Account Provider**" means any Third Party with which you have an Aggregated Account, except for an RBC Company.

**"Online Banking**" means our online banking service for personal accounts. Online Banking does not include our online banking platform(s) for business accounts, which is subject to different terms and conditions.

"**Online Banking Communication Centre"** means the Message Centre and Alert Centre found in Online Banking.

"**Other Agreement**" has the meaning given in the Miscellaneous Terms section of Part 3 – Digital Banking and Other Services.

"**Password**" means a confidential combination of numbers and/or letters you select to identify yourself that you must provide to access the Services and Third Party Services. The secret access code you use for Telephone Banking, the password you use for Digital Banking, fingerprint, face or other biometric identity used for the Biometric ID Feature, and the passcodes you may be prompted to enter before using any of the Services offered through our Apps are all examples of Passwords.

"Payment" means any payment, debit or transfer made using the Services.

"**Personal Verification Questions**" means the questions and answers that you may be required to choose, and provide answers to when prompted, to help us confirm that you are the person accessing the Services.

"present", "presentment" and "presented" mean a Document that is made available to you to receive and view.

"Prohibited Instrument" has the meaning given in Part 14 - RBC Mobile Cheque Deposit.

"RBC" means Royal Bank of Canada.

"RBC Account Provider" means any RBC Company with which you have an Aggregated Account.

"RBC Company" means Royal Bank of Canada and our subsidiaries and affiliates.

"Recipient" means a person, including you, who is the intended recipient of an e-Transfer Transaction.

"Requestor" means a person, including you, who is the requestor of an e-Transfer Request Money.

"Responder" means a person, including you, who is the responder to an e-Transfer Request Money.

"Sender" means a person, including you, who initiates an e-Transfer Transaction.

"Service Terms" means legal terms, conditions, instructions or disclaimers relating to your use of or access to the Services or Third Party Services.

"Services" means the services, features, functionality, content or information that we offer through some or all of Telephone Banking and Digital Banking that may be accessed using your Devices. Mobile Payments is an example of a Service.

"Sign-In Credential(s)" means Usernames, Passwords, Personal Verification Questions, Device Passcodes or other information required to access the Services.

"**Software**" means a downloadable program that we offer to access certain Services and Third Party Services on your Devices.

"Telephone Banking" means our telephone banking service.

"Third Party" means any party other than you, us or a party when acting as a Third Party Service Provider. It includes merchants, our subsidiaries and affiliates, parties you can make payments to or conduct transactions with, through the Services, other financial institutions, parties who provide Third Party Services, Non-RBC Account Providers, Aggregators, Account Verifiers, Issuers and any parties participating in *Interac* Online Payment, the e-Transfer Service, Mobile Payments or the Verified.Me Service.

"Third Party Account Aggregation Service" means an account aggregation service that retrieves, consolidates, organizes and presents your accounts for the sole purpose of allowing you to view your accounts with the Aggregator in one place.

"**Third Party Account Verification Service**" means an online account verification service provided by a Third Party that uses your Username, Password and/or answers to Personal Verification Questions for the sole purpose of validating your identification during an account open process. "Third Party Service Provider" means a party retained by us to act on our behalf to provide, or to assist us in providing, the Services.

"**Third Party Services**" means any products or services provided by a Third Party that can be used or accessed in or through Digital Banking. The Verified.Me Service is an example of a Third Party Service.

"**Unauthorized Transactions**" has the meaning given in the RBC Digital Banking Security Guarantee section of Part 3 – Digital Banking and Other Services.

"**Username**" means for Digital Banking, either your Client Card number or a combination of numbers and/or letters that we may allow you to select. You must provide your Username with your Password to access Digital Banking;

"Verified.Me Service" has the meaning given in Part 6 - Verified.Me.

**"Voice Recognition Feature**" means the feature that RBC may offer which uses the voice recognition capability provided by RBC or a Third Party to allow you to use voice commands to access your Information and initiate certain Payments.

"we", "us" and "our" mean Royal Bank of Canada.

"you" and "your" mean the person who is enrolled to access the Services.

**5. Aggregation** Collecting, consolidating and presenting information from your other financial accounts.

This part provides additional terms for your use of Aggregation Services—features in Digital Banking which retrieve, consolidate, organize and present Aggregation Information to you. Aggregation Information includes account type, number and balance, and transaction information from Aggregated Accounts (i.e. accounts held with us or with a Third Party). This part explains:

How to provide us with information for Aggregated Accounts;

Your consent to our accessing information about Aggregated Accounts;

Your responsibilities to Non-RBC Account Providers when using Aggregation Services;

Restrictions on how you may use content accessed through Aggregation Services; and

Limitations on our liability to you regarding your Aggregation Information.

Access to Aggregated Accounts and Aggregated Information: You authorize us to access information from Aggregated Accounts.

**Log-in Information for RBC Account Providers and Non-RBC Account Providers:** To access Aggregated Accounts from RBC Account Providers and Non-RBC Account Providers alike, you must input your Log-in Information for each Aggregated Account. This information may be encrypted and stored and used to retrieve Aggregation Information to be presented to you. You must update your Log-in Information as soon as it changes for the Aggregation Service to work. We may change the accounts that we allow you to view using Aggregation Service (**Available Accounts**) at any time.

**Consent to Access Your Information:** You authorize and direct RBC and any Third Party Service Provider of an Aggregation Service (for the purposes of this Part 53, we or us) to do, on your behalf, all things necessary to provide Aggregation Services to you. This may include for example, visiting the website of an Account Provider and providing your Log-in Information or other information to register, access, retrieve and download Aggregation Information.

**Your Responsibilities to Account Providers:** You confirm that you have the right to give us the authorization and direction described above. In particular, you confirm that your use of Aggregation Services are not contrary to any terms or conditions imposed by Account Providers. Non-RBC Account Providers may not have consented to, and may not have knowledge of, the access to their accounts as Aggregated Accounts. You are solely responsible for reviewing agreements you have with Non-RBC Account Providers to determine if you are permitted to disclose the information we require to provide Aggregation Services to you, what the consequences of such disclosure may be and your liability in connection with such disclosure.

**Stopping Collection of Your Aggregation Information:** You may terminate the collection of your Aggregation Information by removing the account to which it relates from the Aggregation Service at any time. However, your Aggregation Information will be retained for 7 years from the time it was first collected.

**No Responsibility for Non-RBC Aggregation Information:** When you use Aggregation Services, Aggregation Information is accessed and retrieved on your behalf and not on behalf of any Account Provider. Aggregation Services are not endorsed or sponsored by any Account Provider. Further, we are not responsible for the timeliness, completeness or accuracy of Aggregation Information from Aggregated Accounts held with Non-RBC Account Providers.

**Aggregated Information:** Not all information may be accessible through Aggregation Services and you remain responsible for keeping apprised of information which is not.

**Not All Aggregation Information may be Displayed:** You acknowledge that certain Aggregation Information collected from Aggregated Accounts may not be displayed in an Aggregation Service, although it may be otherwise used in delivering a Service to you. You remain responsible for accessing the website or online service of individual Account Providers to view any information or content from them including any notices, disclosures or disclaimers.

**Message Centres:** If you use Aggregation Services, we may connect your online message centres for some RBC Account Providers. This would allow you to access these online message centres in Online Banking. However, you remain responsible for accessing the website or online service of individual Account Providers to view any information or content from them including any notices, disclosures or disclaimers.

**Your Rights to use our Content:** You are only permitted to use content delivered to you through an Aggregation Service in connection with it, and you may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology.

**Our Rights to use Content you Provide**: You license us the use of any information, data, passwords, materials or other content (collectively, "**Content**") you provide through your use of Aggregation Services. We may use, modify, display, distribute and create new material using such Content to provide Aggregation Services to you without any time limit and without the payment of any fees or royalties. If you do not own the Content, you represent that you have obtained the rights to license our use of the Content from the owner. You also agree that all Content you provide to us is correct and complete, and to notifying us promptly of any changes to that Content.

**No Warranties**: Aggregation Services and information (including Aggregation Information), advice, products and other content (including that of Third Parties) accessible from Aggregation Services are:

provided on an "as is" and "as available" basis;

used at your sole risk; and

not subject to any warranties (whether express or implied) from us and we expressly disclaim any such warranties.

**No Advice:** We do not provide tax, legal, or investment advice, or investment brokerage services through Aggregation Services. You are solely responsible if you choose to use any recommendations made in conjunction with an Aggregation Service.

**Limitation of Liability:** In addition to the limitation of liability in Part 3 – Digital Banking and Other Services, you agree that neither we nor any RBC Company will be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such damages, resulting from: (1) the use or the inability to use an Aggregation Service; (2) the cost of getting substitute goods and services; (3) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from an Aggregation Service; (4) unauthorized access to or alteration of your transmissions or data; (5) statements or conduct of anyone on an Aggregation Service; or (6) any other matter relating to an Aggregation Service.

**Indemnification:** In addition to the indemnification in Part 3 – Digital Banking and Other Services, you agree to protect and fully compensate us and any RBC Company for any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from your use of an Aggregation Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any other party.

6. MyAdvisor Terms and conditions that apply when you use MyAdvisor.

This part provides a link to the MyAdvisor Terms and Conditions (MyAdvisor Terms). It also provides an overview of the content of the MyAdvisor Terms.

You can access the MyAdvisor Terms by clicking on the following link: <u>https://www.rbcroyalbank.com/dms/investments/myadvisor/terms-and-conditions.html</u>. The MyAdvisor Terms apply when you use MyAdvisor.

The MyAdvisor Terms have four (4) parts:

**Part 1 General Terms:** Part 1 applies to all MyAdvisor users. It contains descriptions of the Services available through MyAdvisor, terms regarding the collection and use your personal information, instructions regarding your use of MyAdvisor, and general contractual terms, including limitations of liability. Part 1 includes details on how we will communicate with you in regards to MyAdvisor.

**Part 2 Aggregation Service:** Part 2 applies if you use the MyAdvisor Aggregation Service, and sets out applicable terms and conditions, including those regarding the collection and use of your Aggregation Information through MyAdvisor.

**Part 3 Sponsor Pension Plans:** Part 3 applies only to members of a Sponsor Pension Plan for which the Sponsor has given you access to Sponsor Pension Plan Information through MyAdvisor. Part 3 includes additional privacy terms.

**Part 4 RBC Employees:** Part 4 applies only to RBC Employees who choose to include their RBC Employee Information. Part 4 includes additional privacy terms.

7. Verified.Me. Terms and conditions that apply when you use the Verified.Me Service.

This part provides additional terms for your use of the Verified.Me Service. It provides additional defined terms and a link to the full Verified.Me Service User Agreement.

Part 6 – Verified.Me applies only when you use the Verified.Me service provided and operated by a Third Party Service Provider. This service allows you to authorize Identity & Data Providers to provide certain Personal Information and other information that they have obtained about you (**User** 

**Information**) to participating organizations in Canada (**Relying Parties**) chosen by you that request your User Information to facilitate their interactions with you.

For the purpose of Part 6, the additional defined terms apply:

**"Identity & Data Provider**" means an eligible organization in Canada that participates in the Verified.Me Service and that obtains User Information. This includes financial institutions, credit bureaus, telecommunications providers, government departments and agencies and other eligible third parties.

**"Personal Information"** means information that can be used to identify you, including: name, email address, mobile or home phone number(s), mailing address, date of birth and certain of your Account, profile or other information.

**"Released Parties"** means the Third Party Service Provider, RBC and all other Identity & Data Providers and Relying Parties that participate in the Verified.Me Service, and, as applicable, their respective affiliates, subsidiaries, divisions, suppliers and service providers, and all of their respective directors, officers, employees and agents, and **"Released Party"** means any one of them.

**Verified.Me Service User Agreement.** You understand and agree that your use of the Verified.Me Service is governed by the Verified.Me Service User Agreement (EN: https://verified.me/terms-conditions; FR: https://verifiez.moi/conditions-dutilisation/) (**Verified.Me Terms**) presented when you sign up for the Verified.Me Service. You understand and agree that RBC is a Released Party as defined above and in the Verified.Me Terms and we are entitled to benefit from and rely on any applicable terms in the Verified.Me Terms.

8. Remote ID Verification. Terms and conditions that apply when you use Remote ID Verification.

This part provides additional terms for your use of Remote ID Verification (Remote IDV), a technology that allows you to scan a government issued ID (driver's license or passport) in Mobile Banking to verify your identification. It explains how Remote IDV works and provides your consent to RBC capturing and processing the scanned image of your ID for these purposes.

Part 7- Remote IDV applies only when you use the Remote IDV feature in Mobile Banking. To use this technology, you will be asked to share a picture of your government issued ID and an image you take of yourself (i.e. a selfie). This information would be retained between 90 days to 1 year, and then destroyed. The use of this technology is optional.

**How we will use your ID and/or image**: If you decide to use the Remote IDV feature, we will capture and retain information from your government issued ID and may prompt you to use an image you take of yourself in order to use our technology to verify your identification and facilitate the account opening process or any other process you are undertaking with RBC for which ID verification is required. Your information may also be used to manage our risks and operations, prevent fraud or

misuse of funds and to improve our technology, and may be shared with our regulators to fulfil legal requirements or Third Party Service Providers to provide the Services (including the Remote ID Verification service).

**How long we will retain your ID and/or image for:** An image of your ID and the image you take of yourself will be retained until the verification process is complete, following which, all images will be destroyed after 90 days. If you have completed the ID verification, but then abandon or cancel the process you are undertaking with RBC, information from your ID will be retained up to 1 year.

**Technology Requirements:** To use the Remote IDV feature, you must obtain and maintain, at your own expense, a compatible Device. You must also download a version of the RBC Mobile App that supports Remote IDV. We are not responsible for hardware, operating systems and software needed to operate the Remote IDV Service. We have the right, in our sole discretion and without notice, to make changes to the Remote IDV from time to time which may result in your Device, hardware, operating systems and software no longer being compatible with Remote IDV and in such event, we will have no responsibility or liability to you or any other person.

**Image Specifications**: You will ensure all photographs and scanned images comply with applicable laws and our specifications and quality standards. Photographs and scanned images must be usable which means clearly represented, be able to be read or deciphered by a human viewer, and must be able to be seen without obstruction. The scanned image must accurately represent all relevant information on the document. All information in each field or portion that is required to be present and read or deciphered by a human viewer on the scanned copy of your ID must be present and be able to be read and deciphered by a human viewer in the scanned copy. In the event a photograph or scanned image cannot be processed due to poor quality or otherwise, you will not be able to use the Remote IDV technology.

9. e-Transfer Transactions. Terms and conditions applicable when you use the e-Transfer Service.

This part provides additional terms for your use of the e-Transfer Services. It explains how the Service works, including how to send, receive and cancel e-Transfer Transactions.

Part 8 – e-Transfer Transactions applies only when you use the e-Transfer Service, either as a Sender, Requestor, Responder or as a Recipient, and apply in conjunction with the applicable disclosures in the RBC Royal Bank Disclosures and Agreements booklet.

**Initiating an e-Transfer Transaction:** To send an e-Transfer Transaction, you must provide the Recipient's email address, mobile number or other permitted contact information. In some cases, you may be required to provide an e-Transfer Question and Answer to authenticate the Recipient, who

must correctly respond to the e-Transfer Question and Answer. After you initiate an e-Transfer Transaction using the e-Transfer Service, we will withdraw the e-Transfer Transaction amount from your Deposit Account and send an email, text message or other message to the Recipient at the email address, mobile number or other permitted contact information that you provide. The email, text message or other permitted message may identify you as the Sender, and the e-Transfer Transaction amount, the name of the Recipient, and that you are using the e-Transfer Service. In cases where an e-Transfer Question and Answer is used to authenticate the Recipient, we will hold the value of the e-Transfer Transaction until we receive notice that (1) the Recipient has correctly responded to the e-Transfer Question and Answer and claimed the e-Transfer Transaction or (2) you cancel and reclaim the e-Transfer Transaction.

**Initiating an e-Transfer Request Money:** To send an e-Transfer Request Money, you must provide the Responder's email address, mobile number or other permitted information. After you initiate an e-Transfer Request Money, we will send an email, text message or other message to the Responder at the email address, mobile number or other permitted contact information that you provide. The email, text message or other permitted message may identify you as the Requestor, display your e-mail address and the e-Transfer Request Money amount, and indicate that you are sending an e-Transfer Request Money.

**No Interest:** We will not pay interest on the e-Transfer Transaction amount to any Deposit Account, whether the Deposit Account was held by a Sender, Requestor, Responder or Recipient, for the period of time the e-Transfer Transaction amount was not in the Deposit Account.

# Claiming or declining an e-Transfer Transaction when an e-Transfer Question and Answer is used:

A Recipient of an e-Transfer Transaction may claim or decline the e-Transfer Transaction using Digital Banking, or the online or mobile banking services of another financial institution. Other financial institutions may charge an additional fee if a Recipient uses its services.

To claim or decline an e-Transfer Transaction, the Recipient must first respond correctly to the e-Transfer Question and Answer.

A Recipient who successfully claims an e-Transfer Transaction using Digital Banking or the online or mobile banking service of another financial institution should generally receive funds immediately.

A Recipient has 30 days from the time an e-Transfer Transaction is sent to claim or decline the e-Transfer Transaction amount, after which the e-Transfer Transaction will automatically expire. An e-Transfer Transaction sent from another financial institution will also expire after a certain period of time.

Only one e-Transfer Question and Answer may be stored per Recipient. If you, as the Sender, change the e-Transfer Question or Answer for a Recipient, it overrides any previously saved e-Transfer Question and Answer for that Recipient and applies to all outstanding e-Transfer Transactions for that Recipient. The new e-Transfer Question and Answer will enable the Recipient to accept any previously

sent e-Transfer Transactions from the Sender that have not yet been claimed, expired or cancelled. If there is an outstanding e-Transfer Transaction you do not wish the Recipient to receive, you must cancel it via Digital Banking before it is claimed.

**Claiming an e-Transfer Transaction when an e-Transfer Question and Answer is Not Used:** If the Recipient has registered for Autodeposit, the Sender is not required to provide an e-Transfer Question and Answer. The e-Transfer Transaction funds sent by the Sender will be automatically deposited into the Recipient's Deposit Account.

If you are a Responder, the e-Transfer Request Money funds will be automatically deposited to the Requestor's Deposit Account without requiring the Requestor to answer an e-Transfer Question and Answer.

**Cancelling an e-Transfer Transaction:** A Sender may cancel an e-Transfer Transaction at any time before it has been claimed by the Recipient or the funds have been deposited into their Deposit Account.

As a Recipient of an e-Transfer Transaction using Digital Banking, you agree that an e-Transfer Transaction may be stopped at any time by the Sender before you have claimed the e-Transfer Transaction.

**Cancelling an e-Transfer Request Money:** A Requestor may cancel an e-Transfer Request Money at any time before it has been fulfilled by the Responder.

**Declined, Cancelled or Expired e-Transfer Transaction:** If you send an e-Transfer Transaction that is declined, cancelled or automatically expired, and you do not reclaim the funds within 15 days, we may attempt to redeposit the value of such e-Transfer Transaction into the Deposit Account from which the funds originated, minus any reclaim fee, or, at our sole discretion, either deposit the funds into another one of your Deposit Accounts or hold the funds in one of our branches or mail you a draft in Canadian dollars to your last recorded address.

We Are Entitled to Rely on an Email Address, Mobile Number, other Permitted Contact Information and e-Transfer Question and Answer: We, and other financial institutions participating in the e-Transfer Service, are entitled to pay an e-Transfer Transaction or process an e-Transfer Request Money to anyone who, using Digital Banking, or the online or mobile banking service of another financial institution, receives and claims the e-Transfer Transaction or requests and responds to the e-Transfer Request Money and, if the e-Transfer Question and Answer feature is used, correctly responds to the e-Transfer Question and Answer, whether or not you intended that person to receive the e-Transfer Transaction. You will comply with your security obligations under Part 3 – Digital Banking and Other Services. If you are a Recipient, you agree that you will not disclose the e-Transfer Question and Answer to anyone.

**Your Responsibilities as a Sender:** As a Sender of an e-Transfer Transaction, you are responsible for (1) providing a correct and operational email address, mobile number or other permitted contact information for the Recipient, (2) ensuring that the Recipient has consented to your providing and our using the contact information of the Recipient for the purposes of sending the e-Transfer Transaction, and (3) notifying us promptly of any change to the email address, mobile number or other permitted contact information of the Recipient. If the e-Transfer Question and Answer feature is used, you agree to create an effective e-Transfer Question and Answer that is known only to you and the Recipient, and not to use email, text messages or the optional message field that may accompany the e-Transfer Transaction to send the Recipient the answer to the e-Transfer Question and Answer.

You must select an e-Transfer Question and Answer known only to the person intended to receive your e-Transfer Transaction. You must not disclose an e-Transfer Question and Answer to anyone other than the person intended to receive your e-Transfer Transaction and as we may further instruct you.

**Your Responsibilities as a Recipient:** As a Recipient of an e-Transfer Transaction, you agree to keep the answer to the e-Transfer Question and Answer, if provided, confidential at all times and to use it only as required to receive the e-Transfer Transaction amount.

**Your Responsibilities as a Requestor:** As a Requestor, you are responsible for (1) providing a correct and operational email address, mobile number or other permitted contact information for the intended Responder, (2) ensuring that the Responder has consented to your providing and our using the contact information of the Responder for the purposes of requesting the e-Transfer Request Money, and (3) notifying us promptly of any change to the email address, mobile number or other permitted contact information of the Responder.

**Optional Message Field:** We will not examine any optional message included by a Sender and/or Recipient in connection with an e-Transfer or Requestor and/or Responder in connection with an e-Transfer Request Money and we assume no responsibility for the contents of the optional message. You should not address any communication to us, or any other financial institution, using the optional message field. You should not reveal any e-Transfer Question and Answer in the optional message field.

**Status of e-Transfer Transaction:** You are responsible for reviewing the status of any e-Transfer Transaction you send using the e-Transfer Service by checking your payment history in Online Banking.

**Status of e-Transfer Request Money**: You are responsible for reviewing the status of any e-Transfer Request Money you send using the e-Transfer Service by checking your Request Money history in Online Banking.

**Limits:** We and any third party may set access limits, including the amount of money you are allowed to send or receive when you use the e-Transfer Service.

10. Mobile Cheque Deposit. Terms and conditions that apply when you use Mobile Cheque Deposit.

This part provides additional terms for your use of Mobile Cheque Deposit. It explains how the Service works, including how to deposit a cheque using Mobile Banking.

Part 11 – Mobile Cheque Deposit terms and conditions apply only when you use Mobile Cheque Deposit.

**Description:** Mobile Cheque Deposit is a service that we offer which enables you to create, deliver and deposit Images to eligible Deposit Accounts (**Mobile Cheque Deposit**).

**Creation of Images**: We are a member of Payments Canada for the purpose of setting out the rules for clearing and settling Instruments in Canada among financial institutions. Payments Canada Rule A10 allows members to exchange Instruments electronically by using images of the Instruments.

You agree that each Image created using Mobile Cheque Deposit is created by or on behalf of us in accordance with applicable laws. In addition, you agree that each Image is an official image within the meaning of the *Bills of Exchange Act (Canada)* and will be used for all purposes as an eligible bill under the Act.

Access to Funds: Images will be processed as if they are the original paper Instrument, and subject to the same terms and conditions of the Deposit Account Agreement and Client Card Agreement, including our standard hold policy and access to funds limits. In particular, deposit of an Instrument to your Deposit Account using Mobile Cheque Deposit will be treated as though you deposited the Instrument at our ATMs. Images deposited using Mobile Cheque Deposit are subject to, and form part of, the same maximum deposit limits and release amounts that apply to deposits made at our ATMs using your Client Card.

**Fees and Charges:** There is currently no additional charge for Mobile Cheque Deposit. However, all transactions are subject to the usual fees and charges that apply to your Deposit Account under the Deposit Account Agreement and disclosures. Fees are subject to change, as set out in the Deposit Account Agreement.

**Deposit Account Agreement and Client Card Agreement:** Except as expressly provided in this Part 11, deposits made through Mobile Cheque Deposit are subject to all limitations, terms and conditions set forth in your Deposit Account Agreement and Client Card Agreement, as amended from time to time.

**Technology Requirements:** To use Mobile Cheque Deposit, you must obtain and maintain, at your own expense, a compatible Device, hardware, operating systems and software approved for such use by us, and which have not been altered from manufacturer specifications. You must also download a version of the App that supports Mobile Cheque Deposit to your Device. We are not responsible for hardware, operating systems and software needed to operate Mobile Cheque Deposit. We have the

right, in our sole discretion and without notice, to make changes to Mobile Cheque Deposit from time to time which may result in your Device, hardware, operating systems and software no longer being compatible with Mobile Cheque Deposit, and in such event, we will have no responsibility or liability to you or any other person.

**Image Specifications**: You will ensure all Images comply with applicable laws, including Payments Canada Rules, and our specifications and quality standards. Images must be usable which means clearly represented, be able to be read or deciphered by a human viewer, and must be able to be seen without obstruction. The Image must accurately represent all relevant information on the front and back of the original paper Instrument. All information in each field or portion that is required to be present and read or deciphered by a human viewer on the Instrument must be present and be able to be read and deciphered by a human viewer in the Image. Any field or portion that would be required to be present and seen without obstruction on the Instrument, must be present and seen without obstruction in the Image. In the event an Image cannot be processed due to poor quality or otherwise, we are not responsible or liable for any failure or delay in the processing or presentment of the Image.

**Safe Storage and Destruction and Image Retention:** You will ensure that all original paper Instruments are securely stored for 5 days after the date of Image creation, and then immediately destroyed using secure methods. You are solely responsible and liable for any losses or damages suffered or incurred by you or any person as a result of a lack of adequate security or controls over Instruments. We are not responsible or liable if an original paper Instrument is needed after it has been destroyed. You may request copies of any Images retained by us, for which there may be an additional fee. Upon request by us for any purpose, including for the purpose of an investigation involving the Instrument, you agree to promptly provide us with the original paper Instrument if it is still in your possession or your own copies or image of the Instrument.

**Cut-off Times:** Subject to the Images Not Accepted or Received section below, any Image received before the applicable cut-off time on a Business Day will be processed on the same Business Day. Any Image received after the cut-off time will be processed on the following Business Day. Images will be considered deposited at such times and locations as we may determine in our sole discretion, regardless of where you or your Deposit Accounts are located. We may, but we have no obligation to, acknowledge that we have received an Image. If we do acknowledge receipt, it does not mean the submission was error free or complete or that we have accepted or deposited any of the Images.

**Foreign Exchange:** If an Instrument in foreign currency is submitted through Mobile Cheque Deposit to a Deposit Account, we reserve the right to convert it into Canadian dollars and allow the deposit. In such case you are responsible for any losses relating to foreign exchange conversion, as stated in the Deposit Account Agreement. Any provisional credit to a Deposit Account may be later adjusted to the extent necessary to reflect conversion rates and to deduct any conversion fees.

**Images Not Accepted or Received:** We may for any reason, in our sole discretion, refuse to accept or deposit any Image and may return any Image. An Image is not considered accepted for deposit by us until we have determined that it meets the requirements for continued processing. We are not responsible or liable to you or any other person relating to any Image or portion of any Image that is lost or otherwise not received or accepted by us or which is returned. You will accept such returns in any format received from us.

**Finality:** All documents accessed, sent, received, accepted, or processed using Mobile Cheque Deposit are considered binding on you.

**Provisional Credit:** Images will be credited to Deposit Accounts on a provisional basis only, and provisional credits are subject to change and chargeback in accordance with the Deposit Account Agreement. We may debit or credit the account of deposit, or any of your other Accounts with us, to the extent we determine necessary for this purpose. Images that are charged-back will be repaid in accordance with the Deposit Account Agreement, including if the Instrument is a duplicate, if payment for the Instrument is not received or if the Instrument is returned after initial payment for any reason.

**Limitations of Mobile Cheque Deposit:** If you are unable to use Mobile Cheque Deposit at any time and for any reason, you are solely responsible, at your own expense, for finding an alternate method to deposit Instruments, such as by using an ATM or by going to a branch.

**Limits:** We may establish and change certain restrictions on your use of Mobile Cheque Deposit, including restrictions on the types of Images and limits on the size, number, and dollar amounts of Images and files that may be submitted or accepted through Mobile Cheque Deposit.

**Prohibited Instruments:** You shall not use Mobile Cheque Deposit to create, deliver or deposit Images that are:

not eligible under Payments Canada Rule A10 for the creation of Images;

not encoded by magnetic ink character recognition (MICR);

payable in a currency other than Canadian dollars;

drawn on or payable through a financial institution located outside of Canada, or which bear a non-Canadian routing/transit number;

dated more than 6 months before the date of deposit or that are postdated (dated for a future date);

deposited into a joint Deposit Account, if that Deposit Account is an "All to Sign" Deposit Account, as described in the Deposit Account Agreement;

duplicates or Instruments which otherwise have already been submitted for deposit to us or to any other financial institution;

not original Instruments (e.g., no photocopies, PDFs or other printouts of items);

payable to any person other than the owner of the account to which the Instrument is to be deposited;

drawn by you or otherwise issued by you or any other person on any of your personal deposit accounts (whether joint or sole owner), including any personal deposit account on which you are a representative (e.g., testamentary executor, agent);

altered in any way, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Instrument is drawn; or

not acceptable under any of our policies or procedures or the Deposit Account Agreement or otherwise determined by us as not eligible for deposit using Mobile Cheque Deposit, including at the time of an attempted deposit by rejecting it.

The above shall be referred to collectively as Prohibited Instruments.

You will ensure that Mobile Cheque Deposit is not used to deposit any Prohibited Instruments. We may, in our discretion, accept any Prohibited Instruments for deposit, but in no event do we have any obligation to do so, nor will we have any responsibility or liability to you or any other person for accepting or rejecting any such Prohibited Instruments.

Jurisdiction: Mobile Cheque Deposit is only intended for use in Canada, and must not be accessed or used to create, deliver or deposit Images from jurisdictions outside Canada.

**Ongoing Representations:** Each time you use Mobile Cheque Deposit, you represent, warrant and agree that:

each Image complies with our specifications and quality standards and any applicable industry standards and does not contain any viruses;

there are no Prohibited Instruments;

you have taken reasonable steps to securely store and destroy original paper Instruments in accordance with these terms and otherwise to detect and prevent duplicates and other Prohibited Instruments from being submitted;

payment has not been made or sought on an Instrument more than once, including by depositing the original paper Instrument with us or any other financial institution, at any time either before or after submission of the Instrument through Mobile Cheque Deposit;

all information you provided to us is true and accurate;

each Instrument is authentic and valid and properly payable to the account holder;

each Instrument has not been altered and all signatures on it are authentic and authorized; and

your use of Mobile Cheque Deposit, and each Image and Instrument, complies with the Deposit Account Agreement, the Client Card Agreement, applicable laws, including Payments Canada Rules,

and the applicable provisions of this Agreement.

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