

RBC SIGN-IN TERMS AND CONDITIONS

Acceptance. *The Terms are a legal agreement between you and RBC.*

These terms and conditions (**Terms**) apply to the RBC Sign-In service (**Service**). Please read the Terms carefully as they are a legal agreement between you (**you, your**) and Royal Bank of Canada (**RBC, we, us**).

By checking the box, you confirm that you have reviewed the Terms and agree to be bound by them. The Terms take effect when you check the box on-screen. If you do not accept the Terms, you may not use the Service. Please close your browser to cancel.

After you have successfully set up a Profile, we will send a copy of the Terms, which you can save or print for your records.

Service. *What is RBC Sign-In and how does it work?*

The Service

RBC Sign-In—the Service—is a secure authentication service that allows you to use a single username and password (**Sign-In Credentials**) to access your digital products and services with RBC or with participating RBC partners.

When you want to access a digital product or service, you can use your Sign-In Credentials. RBC Sign-In uses the information you give us to securely authenticate you, and then communicates that authentication to the product or service you want to access, without communicating your actual Sign-In Credentials.

Setting up a Profile

To begin using RBC Sign-In, you will have to set up a user profile (**Profile**). The first step is to choose your Sign-In Credentials (email and Password), and to provide us with certain information (name, address and date of birth).

We will send you a confirmation email, which will contain a verification code. You must enter the verification to complete your Profile registration.

Business Users

If you are using RBC Sign-In to access a product or service on behalf of someone else, including your employer or another corporate entity, you confirm (1) that you have the authority access the applicable product or service on the other person's behalf, and when you no longer have such authority you will immediately stop using RBC Sign-In to access the product or service (2) that you and the other person will comply with the Terms, and any other applicable agreements with us, and (3) that you and the other person are collectively and individually responsible for all of your actions and omissions in relation to the applicable product or service.

Privacy. *How do we collect and use your personal information?*

Collecting your personal information. The Service collects the following information about you:

- information establishing your identity, including first and last name, email address, phone number, and date of birth; and

- Information for the provision of the Service, including IP address and location information, where enabled on your Device, screen resolution parameters, browser agent, language locale and time of login.

We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from registries, from references you provide to us and from other sources, as is necessary for the provision of the Service.

Using your personal information. The information we obtain from and about you may be used from time to time for the following purposes:

- to create your profile and provide you with the Service;
- to determine your eligibility for products and Service;
- to help us better understand the current and future needs of our users;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make the information we obtain from and about you available to employees, agents, independent contractors and Service Providers, who are required to maintain the confidentiality of this information. In the event our Service Provider is located outside of Canada, the Service Provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the Service Provider is located.

We may also use the information we obtain from and about you and share it with RBC Companies (1) to manage our risks and operations and those of RBC Companies; (2) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (3) to let RBC Companies know your choices under “Other optional uses of your personal information” for the sole purpose of honouring your choices.

Other optional uses of your personal information

- We may use the information we obtain from and about you to promote our products and Service, and promote products and Service of Third Parties we select, which may be of interest to you.
- We may also, where not prohibited by applicable laws, share the information we obtain from and about you with RBC Companies for the purpose of referring you to them or promoting to you products and Service of such RBC Companies which may be of interest to you. You acknowledge that as a result of such sharing, RBC Companies may advise us of the products or Service they provide to you.
- If you also deal with any RBC Companies, we may, where not prohibited by applicable laws, consolidate the information you provide to us with information RBC Companies have about you to allow us and RBC Companies to manage our respective relationships with you.
- We and RBC Companies may communicate with you through various channels, including telephone, email or mail, using the contact information you have provided to us.

You may choose not to have your information shared or used for the “Other optional uses of your personal information” described above by contacting us as set out below and we will respect your choice. We may share your choice with RBC Companies for the sole purpose of honouring your choice.

You may obtain access to the personal information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as

permitted or required by applicable laws. To request access to such information, to ask questions about our privacy policies or to request that the information not be used for any or all of the purposes outlined in “Other optional uses of your personal information” you may do so now or at any time in the future by contacting us at 1-800 ROYAL® 1-1 (1-800-769-2511).

Our privacy policies. You may obtain more information about RBC privacy policies by visiting www.rbc.com/privacysecurity.

Security. *Keep your Sign-In Credentials confidential*

Password Criteria: Your Passwords 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 – e.g. “1234”.

Securing Sign-In Credentials: You must always keep your Sign-In Credentials strictly confidential, and must not disclose them to anyone.

Compromised Sign-In Credentials: If you believe that someone may know your Sign-In Credentials, you must immediately tell us, and change your Password.

Fees. *Currently no fees for the Service.*

There are currently no fees for using the Service. We may decide to introduce fees in the future, at which point we will notify you in accordance with these Terms. All amounts are expressed in Canadian dollars.

Communication. *How we will contact each other*

We will contact you using the contact information associated with your Profile. You can contact us by calling 1-800 ROYAL® 1-1 (1-800-769-2511), or online at www.rbcroyalbank.com.

Changes and Termination. *How changes will be made and communicated to you, and when your Profile may be terminated*

Changes. We can change (add, remove or alter) any part or feature of the Service, at our sole discretion. Following any change, these terms will continue to apply.

Subject to legal and regulatory requirements, we can also change these Terms by giving you notice of the changes, before or after the changes take effect. If you use the Service after a change to these Terms, or after we have notified you of a change, you are deemed to have read and accepted the new version of the Terms.

Termination by us. With or without prior notice, we can suspend or terminate your use of the Service and/or terminate part or all of the Terms for the following reasons: (i) any actual or intended violation of the Terms, (ii) any unlawful or inappropriate behavior, as determined by us, or (iii) a decision, at our sole discretion, to stop providing the Service. We will not be responsible for any loss or inconvenience that may result in such suspension or termination.

Termination by you. To terminate your profile and use of the Service, please contact us as described in the Communication section above.

These Terms will continue to apply following the termination of your Profile.

Obligations and Prohibitions. *What you must do and cannot do when using the Service.*

You must ensure that all information about yourself is complete and accurate. You also agree not to:

- Access or use the Service for illegal, fraudulent, malicious or defamatory purposes;
- Do anything that could undermine the security, integrity, effectiveness, goodwill or connectivity of the Service; and
- Reverse engineer the source code or the technology for any part of the Service.

Third-Party Service Providers. *Other entities help RBC provide the Service.*

We may use Third-Party Service Providers to assist us in providing the Service. We do not sponsor or endorse, nor are we affiliated or associated with any Third-Party Service Provider, except for our subsidiaries or affiliates. Third-Party Service Providers located in foreign jurisdictions are bound by the laws of their local jurisdiction and may disclose personal information in accordance with those laws.

Third Party Service. *Using your Sign-in Credentials for other Service.*

If you use the Service to access other websites, apps, Service or products (**Third Party Services**), your use of those Third-Party Services is at your sole risk and is subject to applicable Third Party terms. We disclaim all warranties (express or implied) in connection with Third-Party Service, and are not liable for any losses related to them.

Ownership. *You can use the Service, but you don't own them.*

We grant you a non-exclusive and non-transferable single-user (non-concurrent) license to use the Service, in accordance with the Terms. The grant of this license may not be assigned by you unless RBC agrees in writing.

We (and where applicable, our Third Party Service Providers) retain at all times all ownership rights, including without limitation, copyright, patent and trade-mark rights, in the Service. You agree not to copy, reproduce, distribute, transfer copies or reverse engineer the Service. Nothing in the Terms or the Service is to be interpreted as conferring a right to use our works, trademarks or logos (or those of our Third Party Service Providers) in any other way. We and our Third Party Service Providers have no obligation to provide any training, maintenance, or other assistance for the Service.

No Representations or Warranties. *The Service are provided "as is".*

We are providing you with the Service on an "as is" and "as available" basis and we do not make any representations or provide any warranties concerning them. Without limiting the foregoing, we expressly disclaim all warranties in connection with the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

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

You are solely responsible for all information or content that you give us through the Service.

No Liability Unless we are Negligent: We will not be liable for any loss, damage, delay or inconvenience to you in connection with the Terms, the Service, or any Instructions provided in connection with the Service.

The only exception to this is if we are negligent as compared to reasonable commercial standards, subject to the exclusions set out below.

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:

- Any losses related to your failure to do something, including a failure to meet your obligations under the Terms;
- 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 Service 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;
- Suspension or termination of your access to the Service by us under the Changes and Termination section above; or
- Content you access after leaving our websites 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 Service or Third-Party Services, or your breach of the terms and conditions of the Terms.

Miscellaneous Terms. *General contractual terms including governing law.*

On-Screen Terms form part of the Terms: In addition to the Terms, any terms that are displayed on website pages in the Service also apply. Some of these may only appear when you click on information icons or links on website pages in the Service. You are responsible for accessing and reading all of these Service terms. By using or accessing the Service, you agree that these additional Service terms also apply to you.

Electronic Agreements and Signatures are Binding: Terms you agree to electronically are binding and have the same legal effect as if they were written down 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.

Electronic Records are Equivalent to Paper Records: Our records for the Service are final and conclusive, including electronic data and records. 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 the Terms is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of the Terms.

Governing Law: The Terms are governed by the laws of the Province or Territory in which you live. If you live outside of Canada, the Terms 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 the Terms.

Language (All provinces except Quebec): You and we have expressly requested that the Terms 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.

Other RBC Agreements. The Terms do not replace any other agreement you may have with RBC (now or in the future), including any consent or preference regarding the collection, use and disclosure of your personal information. The terms of your other agreements with us continue to apply.

Definitions. *What do defined terms mean?*

Applicable Law means, for all countries, all applicable (a) laws (including common law) and regulations, and (b) orders, guidance (oral or written) or other official releases of any regulator or court that are applicable to us or you, the Service, or any other matters relating to the subject matter of these Terms.

Device means any mobile device, computer or other device you use to access the Developer Portal.

Profile means your user profile for the Service, and includes your Sign-In Credentials.

RBC, we, us means Royal Bank of Canada.

RBC Companies means Royal Bank of Canada and its affiliates.

Service and RBC Sign-In means the services and functionality as set out in the “Services” section of the Terms.

Sign-In Credentials means a username and password used to access the Service.

Terms mean these terms and conditions, which apply to your use of the Service.

Third Party means any party other than you, us or a Third Party Service Provider. It includes our subsidiaries and affiliates and parties who provide a Third Party Service.

Third Party Service means any products or Service provided by a Third Party that can be used or accessed on or through the Service.

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

You, your means the user using the Service.