



What This Cardholder Agreement Covers

This Agreement sets out the terms under which you may use your RBC Royal Bank Visa Credit Card. It replaces all previous RBC Royal Bank Visa/Chargex¹ Agreements and applies if we send you a renewal or replacement Visa Credit Card. This Agreement also covers RBC Royal Bank credit card cheques and your RBC Royal Bank Visa Account.

When this Agreement refers to “you” or “your”, it includes each person who signed or submitted the Visa Card Application, whose name is on the Visa Account or to whom a Visa Card on the Visa Account has been issued (each Visa Card issued on the Visa Account will have its own unique card number) other than an Authorized User. If this includes more than one person, “you” means each one of you. All of you are, individually and together, responsible under and bound by this Agreement. This means that each of you is fully responsible for amounts owing on the Visa Account, irrespective of which one of you incurred or which Visa Card was used to incur any particular charge. The amounts for which you are responsible include any amounts that may have been owing on your Visa Account at the time your Visa Card is issued.

“You” and “your” do not include Authorized Users unless otherwise indicated. An “Authorized User” is a person to whom we have issued a Visa Card on your Visa Account at your request. The terms under which we will issue a Visa Card to an Authorized User are set in the Authorized User Section of this Agreement. While your Authorized Users will have the same ability to charge transactions to your Visa Account as you do, you will be responsible for all amounts owing on your Visa Account, including those incurred by Authorized Users. You are also responsible for ensuring that all of your Authorized Users comply with the applicable terms and conditions of this Agreement.

If you allow someone else including an Authorized User to use your Visa Card or your Visa Account number, you will be liable for any charges incurred by that person even though you intended to limit your authorization to a particular use, time or amount.

When this Agreement refers to “we”, “our” or “us”, it means Royal Bank of Canada and companies under RBC®.

This Agreement is your promise to pay amounts owing on your Visa Account. You should read it carefully as it explains your rights and duties. The signing, activation or use of a Visa Card or your Visa Account number by you or an Authorized User means that you have received and read this Agreement and agree to and accept all of its terms.

By accepting this Agreement you have requested the benefits and services provided automatically with Visa Cards. Different types of Visa Cards come with different features. Some of these features are highlighted later in this Agreement. The Welcome Kit you receive with your Visa Card outlines the benefits and services which you can enjoy. We may change any of these features at any time.

Third parties will provide some of the benefits and services outlined in your Welcome Kit. These third parties, and not us, are responsible to you for the services and benefits offered or provided by them.

Optional features are available at an additional cost to you. If you request any of these optional features, we may send you a separate agreement outlining any additional terms and conditions.

Your Choice of Language

When you applied for your Visa Card, you indicated whether you wanted us to communicate with you in English or French. We will respect your choice in all our correspondence with you. If you would like a copy of this Agreement in the other language or would otherwise prefer to deal with us in the other language, please let us know.

Your Rights and Duties as a Customer Using Your Visa Card

You can use your Visa Card and your Visa Account number for any permitted purpose including:

- paying for goods and services, whether you buy in person, over the phone, on the Internet or by mail order;
- obtaining cash advances at one of our branches, at another financial institution or at a banking machine (ATM) which provides this feature;
- writing cheques using the RBC Royal Bank credit card cheques we provide for this purpose.

A Visa Card issued on your Visa Account may only be used and directed by the person (either you or an Authorized User) whose name is on that Visa Card. You may not use your Visa Card or Visa Account number for any illegal, improper or unlawful purpose. We also reserve the right to prevent your Visa Card or your Visa Account from being used for certain types of transactions as determined by us, including transactions connected to Internet gambling.

When you or your Authorized Users use a Visa Card or your Visa Account number for a transaction, we are lending you the amount of your and your Authorized User’s purchase or cash advance, as the case may be. You are liable for and must repay all amounts owing on your Visa Account. The total you owe includes all purchases, cash advances, interest and fees. All of those amounts will be shown on the Visa Statement sent to you each month.

Phone or Internet Sales

When you pay for goods or services using your Visa Account number without showing your Visa Card, you will have the same responsibilities as if you had shown your Visa Card and signed a Visa sales draft or receipt or entered your PIN.

You will be required to take additional steps (including using a separate password and enrolling in customer security programs such as Verified By Visa[®]) in order to purchase goods and services on the Internet from certain merchants. It is your responsibility to participate in programs established and supported by Visa Inc. or us as required if you want to take advantage of these Internet purchase opportunities.

If Your Visa Card Expires

Your Visa Card expires at the end of the month shown on the Visa Card. You must not use your Visa Card or your Visa Account number if your Visa Card has expired. If anything is charged to your Visa Account after it has expired, you are responsible for and must pay the amount owing.

Personal Identification Number, Other Security Features; Unauthorized Use of Visa Card

We will provide you with a personal identification number (PIN) for your Visa Card or advise you how to select it. We will also tell you how to change your PIN.

Protecting the security of your Visa Card is important. You agree to keep your PIN confidential and separate from your Visa Card at all times. Select a PIN which cannot be easily guessed. A PIN combination selected from your name, date of birth, telephone numbers, address or social insurance number must not be used.

No one but you is permitted to know or use your PIN or any other security codes such as passwords, access codes and account numbers that may be used or required for Internet or other transactions. You must keep these security codes confidential and separate as well.

If someone uses your Visa Card and your PIN or your Visa Account number with any other security code to make unauthorized purchases or otherwise obtain the benefits of your Visa Card, you will not be responsible for those charges provided that you (i) are able to establish to our reasonable satisfaction that you have taken reasonable steps to protect your Visa Card and credit card cheques against loss or theft and to safeguard your PIN and other security codes in the manner set out in this Agreement or as we may otherwise advise you from time to time, and (ii) cooperate fully with our investigation. You will, however, remain fully responsible for all such charges if you voluntarily disclose your PIN or other security code or otherwise contribute to the unauthorized use of your Visa Card or access to your Visa Account, or fail to tell us in a reasonable time that your Visa Card or credit card cheques have been lost or stolen or that someone else may know your PIN or other security code.

You are not responsible for unauthorized use of your Visa Card or your Visa Account number in transactions in which neither a PIN nor a security code is used as the cardholder verification method.

For the purposes of this protection, “unauthorized use” of a Visa Card or Visa Account number means use by a person other than you or an Authorized User who does not have actual, implied or apparent authority for such use, and from which neither you nor an Authorized User receives any benefit.

In addition to what is set out in this Agreement, we may tell you other steps you must take to safeguard your Visa Card PIN or security codes.

Making Payments

It is your responsibility to select a payment method which results in payments on your Visa Account being received by us and credited to your Visa Account by the Payment Due Date shown on your Visa Statement, even if your Payment Due Date falls on a holiday or weekend.

You can make payments on your Visa Account at any time. You can pay by mail, at one of our branches, at an ATM that processes payments, through our telephone or online banking services, or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, you must continue to make your payments.

Payments sent to us by mail or made through another financial institution’s branch, ATM or online banking service may take several days to reach us and are not credited to your Visa Account and do not adjust your available credit until we have processed them. To ensure that a payment is credited to your Visa Account on the same business day you make it, you must make the payment prior to 6:00 p.m. local time at one of our branches or ATMs in Canada or through our telephone or online banking service.

Payments made at one of our branches or ATMs in Canada or through our telephone or online banking services automatically adjust your available credit for the amount of the payment but may not show on your Visa account activity until one to three days following processing of your payment.

You can also ask us to process your payment on your Payment Due Date each month as a pre-authorized debit (“PAD”) from a deposit account in Canada in Canadian Dollars (U.S. Dollars for U.S. Dollar Visa Gold) with us or another financial institution that you designate for that purpose. You may choose to pay the Minimum Payment or the New Balance shown on your Visa Statement. If you ask us to automatically process payments in this manner you agree that this authorization, together with any written confirmation we provide you, is our personal PAD Agreement as required by Rule H1 of the Rules of the Canadian Payment Association. In addition, you agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. You may notify us at any time that you wish to revoke your authorization and, provided that we have received such notice at least 5 days before your next scheduled payment, we will not process it. A PAD may, under certain circumstances, be disputed for up to 90 days. The Rules are available for your review at www.cdnnpay.ca.

You are not permitted to make a payment exceeding your credit limit unless the amount you owe at the time of payment is more than your specified credit limit.

Minimum Payments

Each month you must pay at least the Minimum Payment due. Your monthly Visa Statement will indicate the Minimum Payment amount in the box entitled Minimum Payment. It will normally be \$10 plus Interest and Fees, as shown on the Calculating Your Balance section of your Visa Statement. If your New Balance is less than \$10 or less than the calculated Minimum Payment, you must pay the New Balance. Any past due amounts will also be included in your Minimum Payment.

You must make the Minimum Payment on or before the Payment Due Date shown on your Visa Statement. If you do not make your Minimum Payment by the Payment Due Date or if you do not comply with other terms of this Visa Agreement, we can deduct amounts owing on your Visa Account from any other account you have with us and use those funds to pay the amount you owe on your Visa Account, without telling you in advance.

You will lose the benefit of any lower-rate promotional offers in which you are participating and your standard interest rate will apply if you do not make your Minimum Payment by the Payment Due Date and you have not paid it before the New Statement Date. For the purposes of this Section and the Special Promotional Offers Section, the New Statement Date is the date on which we prepare your next Visa Statement.

In addition, the annual interest rate applicable to your Visa Account will go up by 5% starting with your next Visa Statement, calculated on a daily basis, if (i) you do not pay the Minimum Payment by your New Statement Date three times in any 12-month period, or (ii) you do not pay the Minimum Payment by your New Statement Date two consecutive times. In either such case, you will pay interest on your Visa Account at the new rate shown on your Visa Statement. For a further explanation of interest charges and how they are calculated, see the discussion later in this Agreement in the Section entitled “Determination of Interest”. You will continue to pay the higher rate of interest until such time as you have paid the Minimum Payment by the New Statement Date for six consecutive months.

From time to time, we may waive the requirement that you make a Minimum Payment. In any such case, Interest will continue to be charged at the rate set out on your Visa Statement. Any such waiver will not affect our right to require that you make your Minimum Payment at another time.

We may also choose not to take away the benefit of any lower-rate promotional offer or not to increase your interest rate by 5% per annum as set out above. Our decision to do so will depend upon how we apply our credit risk policies to you and your Visa Account at the time.

Applying Your Payments

When you make a payment, we will apply it to amounts shown on your Visa Statement in the following order:

- first, to any interest
- second, to any fees
- third, to any cash advances
- fourth, to any purchases

If you have paid more than your New Balance, we will apply the extra payment to amounts that have not yet appeared on your Visa Statement, in the following order:

- first, to any fees.
- second, to any cash advances.
- third, to any purchases.

In any category of charges, those amounts which bear the lowest rate of interest will be paid first.

Your Credit Limit

Your initial or current credit limit appears in the Information Box accompanying your Visa Card. This is the maximum amount which we allow you and your Authorized Users, taken together, to charge to your Visa Account to cover purchases, cash advances, interest and fees.

As the charges on your Visa Account increase, the amount of credit available for you to use will decrease. We calculate how much credit you have available by deducting from your credit limit the amount you owe us including the amount of any purchases we have authorized but not yet posted to your Visa Account.

We may from time to time allow the amount you owe us to exceed your credit limit by authorizing transactions in excess of your credit limit. An Overlimit Fee will be charged to your Visa Account when your New Balance exceeds your credit limit. *Visa Infinite* Avion Accounts are not charged an Overlimit Fee. We may, at any time, refuse to authorize transactions in excess of your credit limit and require you to pay any balances which exceed your credit limit.

Your Visa Statement shows your current credit limit as well as your available credit. If you consistently make late payments – or make no payments at all – we may reduce your credit limit.

From time to time, we may ask you if you want your credit limit increased. We will not increase your credit limit without your express consent to do so. You may also ask us at any time to review your eligibility for a credit limit increase.

Some merchants require that purchases be pre-authorized. Your available credit will decrease by the amount authorized, whether or not you receive goods or services at that time.

Determination of Interest

You can avoid interest on both purchases and fees by always paying the New Balance in full on or before the Payment Due Date every month. Your New Balance is shown on your Visa Statement and is made up of all purchases, cash advances, interest and fees incurred up to the Visa Statement period end date.

If you do not pay your New Balance in full on or before the Payment Due Date shown on your Visa Statement, you will lose your interest-free status for purchases and fees. In such event, you must then pay interest on all purchases and fees shown on that month’s Visa Statement as well as pay interest on all new purchases and new fees. Interest is calculated from the transaction date (for fees this is the date the fee is posted to the Visa Account) until the day we process your payment for the total amount you owe.

To regain interest-free status on your purchases and fees, you must pay your New Balance by the Payment Due Date. Interest on previously billed purchases and fees which has accrued since the end of the last Visa Statement period to the date payment in full of the New Balance is received, will appear on your next month’s Visa Statement.

We do not charge interest on interest at any time.

The New Balance, transaction dates and Payment Due Date are all shown on your Visa Statement.

Our standard interest rates are shown in the Section of this Agreement entitled “Annual Fees, Grace Periods and Annual Interest Rates”. These rates may change from time to time and will vary depending on the type of Visa Card. You can check your current interest rates by looking at your Visa Statement.

We calculate interest daily, however we only add it to your Visa Account monthly. The amount of interest we charge is calculated as follows:

We multiply the amount you owe each day by the applicable daily interest rate or rates (that is the applicable annual interest rate or rates divided by the number of days in the year); and for each month, we add together the interest charges for each day.

The total is the interest we charge you.

Cash Advances Including Cash-Like Transactions, Credit Card Cheques, Bill Payments and Balance Transfers

Interest is always charged on cash advances from the day the cash advance is made.

When you use an RBC Royal Bank credit card cheque, transfer funds from your Visa Account or transfer your balance from another credit card, we will treat that as a cash advance and you will be charged interest from the transaction date. Bill payments made at a bank branch, at an ATM or on the Internet from your Visa Account are treated as cash advances, while bill payments made by pre-authorized charges to your Visa Account will usually be treated as purchases.

Cash-Like transactions, which are transactions similar to cash, are also treated as cash advances. Cash-Like transactions include money orders, wire transfers, travellers’ cheques and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, and lottery tickets).

If you are uncertain as to whether a particular transaction will be treated as a cash advance or as a purchase, please contact us.

Standard Annual Fees, Grace Periods and Annual Interest Rates

The following provides some guidance with respect to standard non-refundable annual fees, grace periods and annual interest rates for our Visa Cards. If your card type is not shown it means we are not accepting new applications for that card but you can refer to the Information Box accompanying your card for this information. Your annual fee may be different from that shown depending on what other banking and related services we provide you. Annual fees are charged on the first day of the month following your Visa Account opening (whether or not the Visa Card is activated) and annually thereafter on the first day of that same month. The annual interest rate for your Visa Account appears on the Information Box accompanying your card and on your Visa Statement. It may be a different fixed rate from that shown in the chart below or a variable rate based on our Prime Rate.

The Grace Period is the number of days between the last day of your Visa Statement period and your Payment Due Date. It is also an “Interest-Free” Grace Period for purchases and fees but only if you pay your New Balance in full every month on or before the Payment Due Date as discussed in the Determination of Interest section of this Agreement. If the New Balance on your previous Visa Statement was paid in full by the Payment Due Date, the Grace Period for your current Visa Statement will continue to be the minimum number of days shown in the following chart for your Visa Card. If the previous New Balance was not paid in full by the Payment Due Date, your Payment Due Date will be extended to 25 days from the last day of your Visa Statement Period regardless of the type of Visa Card you hold.

| Visa Card | Non-Refundable Annual Fees | | Grace Period (days) | Annual Interest Rate (Purchases and Cash Advances) |
|--|----------------------------|----------------------|---------------------|--|
| | Primary Card | Each Additional Card | | |
| Student Visa Classic | \$0 | \$0 | 21 | 19.5% |
| Visa Classic Low Rate Option | \$20 | \$0 | 21 | 11.9% |
| Visa Classic II | \$35 | \$0 | 21 | 19.5% |
| Student Visa Classic II | \$15 | \$0 | 21 | 19.5% |
| RBC Rewards Visa Gold | \$0 | \$0 | 21 | 19.5% |
| Visa Gold Preferred | \$110 | \$40 | 21 | 19.5% |
| Visa Gold Preferred (65 or over) | \$70 | \$40 | 21 | 19.5% |
| Visa Platinum | \$0 | \$0 | 17 | 19.5% |
| Visa Platinum Avion® | \$120 | \$50 | 17 | 19.5% |
| U.S. Dollar Visa Gold | \$65 US | \$30 US | 21 | 19.5% |
| Esso Visa Classic | \$0 | \$0 | 21 | 19.5% |
| Starbucks Duetto** Visa Card | \$0 | \$0 | 21 | 19.5% |
| British Airways Visa Platinum | \$165 | \$75 | 17 | 20.5% |
| British Airways Visa Platinum (65 or over) | \$145 | \$55 | 17 | 20.5% |
| Cathay Pacific Visa Platinum | \$150 | \$75 | 17 | 20.5% |
| Cathay Pacific Visa Platinum (65 or over) | \$130 | \$55 | 17 | 20.5% |
| Visa Infinite® Avion | \$120 | \$50 | 17 | 19.5% |
| Visa Infinite | \$599 | \$249 | 17 | 20.5% |
| Visa Infinite (65 or over) | \$559 | \$249 | 17 | 20.5% |
| Visa Infinite (Private Banking Clients) | \$399 | \$149 | 17 | 20.5% |
| Visa Infinite (Private Banking Clients 65 or over) | \$359 | \$149 | 17 | 20.5% |

Other Fees

Cash Advance Fee: When a cash advance is obtained on your Visa Account in Canada at an ATM, at one of our branches in Canada, or by using RBC Royal Bank Online or Telephone Banking, a \$2.50 fee for each transaction will be charged to your Visa Account. If the transaction occurs outside Canada, a \$5 fee will be charged each time. Cash-Like transactions will also be assessed the Cash Advance Fee.

Overlimit Fee: If the New Balance shown on your Visa statement is over your credit limit, a \$20 fee will be charged to your Visa Account. Fee is not applicable to *Visa Infinite* Avion Accounts.

Dishonoured Payment Fee: If a payment is not processed because a bank returns a cheque or refuses a pre-authorized debit, a \$40 fee will be charged to your Visa Account. This fee is in addition to any fee charged for insufficient funds in the bank account.

Additional Visa Statement Copy Fee: If you order an additional copy of your Visa Statement, a \$5 fee will be charged to your Visa Account. A fee of \$1.50 will be charged to your Visa Account for each Visa Statement update obtained from one of our branches in Canada or obtained at an ATM that provides Visa Statement updates.

Transaction Receipt Copy Fee: If you request a copy of any transaction receipt, no fee will be charged if it relates to a transaction on your current Visa Statement. Otherwise, a \$2 fee will be charged to your Visa Account for each copy. Receipt copies are not always available for purchases made using your Visa card with your PIN.

For U.S. Dollar Visa Gold, these fees are stated in U.S. Dollars.

Except where indicated, fees are charged to your Visa Account as of the day the transaction is done or shortly after.

Fees may change. If they do, we will tell you in advance. If we use a collection agency or a law firm to collect or attempt to collect amounts owed by you to us, you must pay all of our expenses, including legal fees.

RBC Rewards®

Many of our Visa Cards allow you to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards. If you have this type of Visa Card, the RBC Rewards Terms and Conditions set out the terms of your participation in RBC Rewards program. They are available for your review at www.rbc Rewards.com and are subject to change without notice to you. If you would like a paper copy, please let us know.

Co-Brand Visa Cards

Some of our Visa Cards allow you to participate in the loyalty programs of other selected companies. These companies do not act on our behalf. They are solely responsible to you for the services and benefits offered through their loyalty programs as well as the administration of such programs including the means by which you can earn and redeem points.

Special Promotional Offers

We may make special offers to you from time to time, including introductory and other promotional rate offers that temporarily lower the interest rate applicable to portions of your balance such as cash advances or balances created when special low-rate credit card cheques are used. If we do make you a special offer, we will explain its scope and duration and any additional terms that apply to it. If you accept the special offer by using the Visa cheques or otherwise taking advantage of the special offer, you will be bound by this Agreement and otherwise additional terms we set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply including those related to interest and payments. You will lose the benefit of any lower-rate promotional offers in which you are participating and your standard rate will apply if you do not make your Minimum Payment by the Payment Due Date and you have not paid it before the New Statement Date. We may choose not to take away the benefit of any lower-rate promotional offer. Our decision to do so will depend upon how we apply our credit risk policies to you and your Visa Account at the time.

Foreign Currency Transactions

We will bill you in Canadian currency. If you or your Authorized Users use a Visa Card or your Visa Account number outside Canada or charge amounts to your Visa Account in a foreign currency, we will convert the charges into Canadian dollars no later than the date we post the transaction to your Visa Account at our exchange rate which is 2.5% over a benchmark rate set by Visa International, a subsidiary of Visa Inc. that is in effect and that we pay on the date of the conversion.

We will show the exchange rate for each transaction on your Visa Statement. If you are paying interest on your Visa Account, interest will also be charged on the full value of your foreign purchases, as determined using our exchange rate.

For U.S. Dollar Visa Gold Cardholders, transactions are shown in U.S. Dollars and the same principles will apply if an amount is charged in a currency other than U.S. Dollars.

Credit Vouchers

If a store or merchant issues a credit voucher or otherwise gives a refund to you, we will reduce your balance owing by the amount of the refund. However, if interest has been charged as a result of the transaction, we will not refund the interest.

If you use your Visa Card or your Visa Account number for a transaction in a foreign currency, and the merchant gives you a credit voucher or refund, the two transactions (the charge and the credit) will not exactly balance because of the exchange rate and currency fluctuations.

Recurring Payments

You are responsible for any recurring payments you have authorized merchants to charge to your Visa Account, even after you or we cancel this Agreement. If you wish to discontinue any such payments, you must contact the merchant in writing and then check your Visa Statements to ensure that the payments have, in fact, been discontinued. If they have not stopped despite your instructions to a merchant, we may be able to assist you if you provide us with a copy of the written request to the merchant.

Problems with a Purchase

If you have problems with anything you buy using your Visa Card or your Visa Account number, you must pay the amount owing on your Visa Account and settle the problem directly with the store or merchant. In some circumstances, we may be able to provide assistance in resolving disputed transactions. If you wish to discuss a dispute, you may contact us toll-free during regular business hours at 1-800 ROYAL® 1-2 (1-800-769-2512).

Lost or Stolen Visa Cards

You must tell us immediately:

- if your Visa Card is lost or stolen;
- if you suspect that someone else is using your Visa Card or your Visa Account number; or
- if you suspect that your Visa Card is missing.

You can contact us by calling our 24-hour toll-free number 1-800 ROYAL® 1-2 (1-800-769-2512). If you are outside North America, you can call us collect at 1-514-218-2929. You may need operator assistance.

Once you have told us that your Visa Card has been lost, stolen or misused, we will be able to prevent use of the Visa Card and the Visa Account number. We can also block use of your Visa Card and prevent use of your Visa Account number without telling you if we suspect unauthorized or fraudulent use of the Visa Card or the Visa Account number.

Ownership of the Visa Card

We own all Visa Cards issued on your Visa Account. We have the right to cancel any Visa Card issued on your Visa Account at any time. You must return all Visa Cards and all credit card cheques issued on the Visa Account to us if we ask you to do so.

Authorized Users

An Authorized User is a person to whom we have issued a Visa Card on your Visa Account at your request. You can add or remove Authorized Users by contacting us, though we may limit the number of Authorized Users on the Visa Account.

Authorized Users have the same ability to charge transactions to your Visa Account as you do. However, they have no responsibility to us for any amounts owing for purchases, cash advances, fees and interest on the Visa Account. If an Authorized User is responsible to you for any of these amounts you will need to make your own arrangements with that Authorized User for repayment.

It is your responsibility to ensure that each Authorized User receives a copy of this Agreement and any replacements or amendments to this Agreement, as well as any notices that affect the use of a Visa Card or a Visa Account.

We may provide Authorized Users with access to information about their transactions on your Visa Account, the credit limit of your Visa Account and the amount of credit available to them on your Visa Account.

You may assign individual card limits (up to your current credit limit) to each Authorized User. The card limit is the maximum amount that can be charged to an Authorized User Card each month. This option is not available for all Visa Card types and is subject to additional terms we set out when you enroll.

Obligations as an Authorized User

By signing, using or activating a Visa Card in his or her name, an Authorized User agrees to be bound by all of the terms and conditions of this Agreement except that an Authorized User will not be responsible to us for the payment of any amounts owing in respect of purchases, cash advances, fees or interest on the Visa Account. Without limiting the general obligation of an Authorized User to comply with this Agreement, an Authorized User agrees, among other things, that:

- The Visa Card issued to him or her will not be used if it has expired;
- The Visa Card issued to him or her is for his or her use exclusively and will not be used nor will his or her use be directed by any other person;
- The Visa Card issued to him or her will not be used for any illegal, improper or unlawful purpose;
- All security requirements including those designed to protect PINs or other security codes will be complied with;
- The Authorized User will report to us if he or she suspects that his or her Visa Card has been lost or stolen.

In addition, the Authorized User agrees to permit the collection, use and disclosure of personal information as set out in the Protecting Your Privacy Section of the Agreement.

Assignment of Our Rights

We may, at any time, sell, transfer or assign any or all of our rights under this Agreement. If we do so, we can share information concerning your Visa Account with prospective purchasers, transferees or assignees. In any such case, we will ensure that they are bound to respect your privacy rights in the same way that we are.

Your Visa Statement

Each month, we will provide you with your Visa Statement. However, we will not provide a Visa Statement if there has been no activity that month and nothing is owing.

We will prepare your monthly Visa Statement at approximately the same time each month. Generally, if the date on which we would ordinarily prepare your Visa Statement falls on a weekend or holiday, we will prepare your Visa Statement on the first preceding business day. Your Payment Due Date will be adjusted accordingly.

With your consent, we may provide your Visa Statement electronically through our online banking service.

It is up to you to review your Visa Statement and to check all transactions, interest charges and fees. If you think there is an error on your Visa Statement, you must contact us.

If you do not contact us within 30 days of the last day of the relevant statement period, the Visa Statement and our records will be considered correct and you may not later make a claim against us in respect of any charges on the Visa Account.

We use digital scanning and microfilm for our record keeping. Original records of your purchases may not be available in paper form. However, digital or microfilmed records are valid to establish the accuracy of our records.

Electronic Communications

With your consent, we may provide your Visa Statement, this Agreement, and any other document relating to your Visa Account, to you electronically including, over the Internet or to an e-mail address you provide us for this purpose. For legal purposes, documents sent electronically to you will be considered to be “in writing” and to have been signed and/or delivered by us. We may rely upon and treat as duly authorized and binding on you any electronically authenticated document that we receive from you or which appears to have been sent by you.

In order to communicate with us by electronic means, you will be instructed to comply with certain security protocols established by us from time to time. These security measures are intended to protect both of us and you must take all reasonable steps to prevent unauthorized access to your Visa statement and any other documents exchanged between us electronically.

Co-Borrower Disclosure Options

If there is more than one of you, you may choose to receive your Visa Statement and other cost of borrowing disclosure that we are required to give you, either separately or jointly. If any of you choose separate disclosure, we will send each of you a Visa Statement and the required disclosure documents to the addresses that appear in our records. If all of you choose joint disclosure, we will send the Visa Statement and other disclosure documents to the address you jointly designate.

If You Move or Change Your Name

So that you do not miss any communication from us, we depend on you to tell us immediately if you change your address or name.

Amending This Agreement

We may amend this Agreement at any time. If we do, we will let you know at least 30 days before the amendments come into effect.

If your Visa Card or your Visa Account number is used for a transaction or if any amount owing remains unpaid after the Agreement is amended, it will mean you accept the amendments we have made to the Agreement.

The benefits and services we provide to Visa Cardholders are subject to terms and conditions. We can amend these terms or conditions at any time. We may do so without giving you notice.

Interpreting and Enforcing This Agreement

This Agreement will be interpreted in accordance with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where you reside shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

Limitations on Our Liability

We try to ensure that your Visa Card and Visa Account number are accepted when presented. However, we will not be liable to you for damages (including special, indirect or consequential damages) that may result if, for any reason, your Visa Card or your Visa Account number is not accepted or you are unable to access your Visa Account.

Cancelling This Agreement

We may decide to cancel this Agreement at any time without telling you in advance.

If we do, you must pay all amounts owing on your Visa Account, stop using your Visa Card and return your Visa Card to us. We may deduct amounts owing on your Visa Account from any other account you have with us and use them to pay the amount owing on your Visa Account, without notice to you.

You may also cancel this Agreement by telling us. We may require that any cancellation be done in writing. Until you pay us the total amount you owe on your Visa Account, this Agreement will remain in effect.

How to Contact Us

If you need help or have questions about your Visa Account, please call us toll-free at 1-800 ROYAL®1-2 (1-800-769-2512) during regular business hours.

Financial Consumer Agency of Canada

All banks must comply with a variety of federal consumer laws that protect you. For example, we must disclose information about interest rates and fees and provide you with certain information on your Visa Statement. If you have a complaint about a potential violation of federal consumer protection laws, please contact us or you may contact the Financial Consumer Agency of Canada at:

Financial Consumer Agency of Canada
6th Floor, Enterprise Building
427 Laurier Avenue West
Ottawa, Ontario K1R 1B9
Telephone: 1-866-461-3222 for service in English
1-866-461-2232 for service in French
Facsimile: 1-866-814-2224
Website: www.fcac-acfc.gc.ca

The FCAC will determine whether we are in compliance. It will not, however, resolve individual consumer complaints that you may have.

In Québec

Both of us, you and we, have requested that this Agreement and any related documents be written in English. Les parties à la présente convention, soit vous et nous, ont demandé que cette convention et tout document connexe soient rédigés en anglais.

Protecting Your Privacy

Collecting Your Personal Information

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

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

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

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

Using Your Personal Information

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

- to verify your identity and investigate your personal background;
- to open and operate your account(s) and provide you with products and services you may request;
- to better understand your financial situation;
- to determine your eligibility for products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and our relationship with you;
- to operate the Visa Card System;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and as required or permitted by law;
- as required or permitted by law.

For these purposes, we may:

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

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

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

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

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

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

Other Uses of Your Personal Information

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

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

Your Right to Access Your Personal Information

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

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

Our Privacy Policies

You may obtain more information about our privacy policies by asking for a copy of our “Straight Talk®” brochure about privacy, by calling us at the toll-free number shown above or by visiting our web site at www.rbc.com/privacy.

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