



## RBC Royal Bank™ Visa® Debit Card Agreement

### TERMS USED IN THIS AGREEMENT:

When this Agreement refers to “you” or “your,” it means the customer whose name is shown on the Debit Card and may include a person designated by you as an additional cardholder.

When this Agreement refers to “we,” “our” and “us,” it means the RBC Company with whom you have an Account that issues a Debit Card to you.

“Account” means a deposit or transaction account with us that may be accessed using a Debit Card.

“Account Disclosures” means the terms and conditions applicable to your Account as amended from time to time.

“ATM” means an automated teller machine.

“Billor” means a utility, business or other party which has arranged with us to be a payer of bill payments using a Debit Card.

“Card Not Present Transaction” means a debit transaction made where the cardholder is not physically present with the Debit Card at the time that the payment is effected, for example, internet transactions or transactions made by mail or telephone order.

“CVV2” means the three-digit security code on the back of the Debit Card.

“Debit Card” means your RBC Royal Bank Visa Debit Card and any other card we indicate to be subject to this Agreement when we issue it to you. Debit Card includes the use of your card number.

“Electronic Signature” refers to each combination of numbers selected by you, for your use, as a means of your authorization to use certain services that are available from us from time to time. Your Electronic Signature includes, but is not limited to, using your PIN at ATMs, Point of Sale (POS) Terminals, your written signature at point of sale devices without a PIN pad, or the use of your Debit Card number to make a Card Not Present Transaction.

“International Provider” means Visa Incorporated or MasterCard® Worldwide, as applicable.

“Losses” means any loss to you or to us that results from the use of your Debit Card, including any withdrawal or transfer of funds, any debit or other Account activity.

“PIN” means the confidential personal identification number for your Debit Card.

“Point of Sale (POS) Transaction” means a transaction which occurs at a point of sale device, including a Debit Card reading terminal which directly debits or credits an Account for the purchase price of goods and/or services.

“RBC Companies” means Royal Bank of Canada and its subsidiaries and affiliates.

### WHAT THIS AGREEMENT COVERS

This Agreement sets out the terms that apply when you use your Debit Card. It replaces any earlier agreement between you and us governing Debit Cards other than the Electronic Banking Agreement. It also applies to any replacement Debit Card we issue to you.

This Agreement is your promise to be responsible for the use of your Debit Card and PIN. It tells you about your rights and duties. You should read it carefully.

Selecting a PIN, or signing, activating or using a Debit Card, means that you have received and read this Agreement and agree to its terms and conditions. You will use your Debit Card and PIN according to the terms of this Agreement and any other terms or conditions that we may advise you of from time to time.

### YOUR RIGHTS AND DUTIES AS A CUSTOMER USING YOUR DEBIT CARD

You can use your Debit Card for any purpose we agree to including:

- To pay for goods and services at a store or merchant that has point of sale (POS) or other designated card terminals that accept debit card payments.
- To make cash withdrawals, bill payments, balance inquiries, deposits, or to transfer funds from one account to another at your local RBC Royal Bank ATM.
- To make cash withdrawals and balance inquiries from ATMs at other banks, locally or internationally if applicable
- To identify you when you are requesting a service from us or to authorize the transactions you do with us at our branches.

Your Debit Card remains our property. We will treat your Electronic Signature as your authorization whenever it is used with your Debit Card, and any instructions received or transactions done using your Debit Card with your Electronic Signature will have the same legal effect as if you signed a written direction to us. For these transactions, you will have the same rights and responsibilities as if you had used your Debit Card with your PIN.

Your Online Services Client Agreement governs the use of your Debit Card number with or without your Electronic Signature for Electronic Banking Services.

### PERSONAL IDENTIFICATION NUMBER

We will advise you how to select your PIN and how to change it. We will also advise you which Accounts you may access with your Debit Card and PIN.

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

No one but you is permitted to know or use your PIN. If someone obtains your Debit Card and your PIN enabling them to be used together, you may be liable for their use of your Debit Card. The Liability for Loss Section of this Agreement tells you when you are liable and when you are not.

## AUTHORIZATION

By using your Debit Card to conduct a transaction you authorize us to debit or credit your Account, as the case may be, for the amount of the transaction and any other fee imposed by the merchant or other financial institution at the time the transaction is carried out using the Debit Card and PIN. You also authorize us to debit your Account for any service fees applicable to the transaction that are owed.

## PROTECTING YOUR DEBIT CARD AND PIN

You are responsible for taking reasonable precautions to keep your Debit Card and PIN safe. These include:

- Always make sure that you can see your Debit Card at all times when you are using it for a Point of Sale (POS) Transaction.
- Keep your Debit Card in a safe place and never let anyone else use it.
- Never reveal your PIN to anyone, including financial institution employees, law enforcement agencies or even close family members or friends.
- If you suspect that someone knows your PIN, immediately change it at your branch or call us and we will deactivate your Debit Card.
- Use your free hand or body to shield the entry of your PIN at ATMs and payment terminals.
- Do not accept assistance from anyone at the ATM. In addition, you should not ask anyone to conduct a transaction for you.
- Always remember to retrieve your Debit Card and transaction record after every ATM and Point of Sale (POS) Transaction.
- Regularly check your Account statements and balances to verify all transactions have been properly recorded. If entries do not accurately reflect your transaction activities, such as missing or additional transactions, you should visit your branch or contact us immediately.
- Don't write your PIN on your Debit Card.
- If you must keep a written record of your PIN, be sure it is kept separate from your Debit Card and make a reasonable attempt to hide or disguise the PIN so that no one else can easily guess that it is a record of your PIN.

## LOST OR STOLEN DEBIT CARD

You must tell us as soon as you are aware that your Debit Card is lost or stolen, or as soon as you suspect that someone else is using your Debit Card or simply knows your PIN, or as soon as you suspect that your Debit Card is missing.

You may contact us by calling New Providence or Turks & Caicos: 242-326-2273; Family Islands: 242-300-8472 or from Canada: 1-800-796-0021 & USA: 1-800-292-7791; Cayman: 1-888-847-5803 or informing your local branch.

You will not be responsible for any transactions resulting from the loss or theft of your Debit Card that are done after you tell us about the loss or theft.

## VALIDITY

Your Debit Card will be valid until the expiry date shown on the front of your Debit Card.

## SETTING LIMITS

We will set one or more limits that will apply to your use of your Debit Card. We may from time to time change any of these limits. Some of these limits will be daily limits – the maximum amount you can withdraw in cash, or the limit for purchases or other transfers from your Accounts using your Debit Card on any one day. We will tell you what your current limits are when we send your Debit Card to you.

## VISA DEBIT TRANSACTIONS

Visa Debit transactions are processed using a 2-step method known as authorization and settlement. When you use your Visa Debit Card to make a payment:

The merchant performs an authorization on your Account at the time of the purchase and this authorization amount is immediately debited from that Account. This process is followed by a settlement, typically 2-3 days after authorization, which finalizes the amount of the purchase and, in some cases, reflects adjustments to the initial authorization amount. For example, merchants may need to adjust the authorization amount when not all goods that you ordered are available if the price of the goods you ordered changes (due to fluctuations in foreign exchange rates, or in the case of items that are charged by weight, such as groceries) or if you cancel one or more items of the original order. When this happens, a credit adjustment in the amount of the original authorization will be credited to your Account, followed immediately by a debit adjustment that reflects the final settlement amount of your purchase.

The funds are debited from your Account. This is the Account you access with your Debit Card when you select the "Chequing" option on a POS terminal or at an ATM. If the Account linked to the primary chequing position on your Debit Card is changed before a payment has been settled, it may impact the processing of that payment if the merchant needs to adjust the initial authorization amount. The final settlement amount will be processed on the Account that is linked to the primary chequing position on your Debit Card at the time of settlement, even if a different Account was debited for the authorization amount. If the final settlement amount exceeds your Account balance, your Account will be overdrawn and overdraft interest charges will apply as described in the Account Disclosures.

If a merchant or another financial institution requests an authorization for a transaction you want to conduct (preauthorization request), we may place a hold on your Account for the amount of that preauthorization request. Some merchants may request preauthorization of an amount either higher or lower than the actual transaction amount that ultimately posts to your Account. Although we place a hold on the preauthorized amount, your Account will be debited for the actual transaction amount when the transaction is processed. While the hold remains on your Account, the available balance for subsequent debit transactions may be reduced by the amount of the hold. We will remove the hold from your Account when either a) the actual transaction amount is debited from your Account or b) up to 10 business days has passed after the pre-authorization request, whichever occurs soonest.

Internet Sales: You may be required to take additional steps (including using a separate password) in order to purchase goods and services on the internet from certain merchants.

## LIABILITY FOR LOSSES

You are responsible for all authorized use of a valid Debit Card. Transactions are authorized by you by:

- a. using your Debit Card together with your PIN, in conjunction with any electronic equipment that is capable of processing a transaction;
- b. presenting your Debit Card to a merchant with or without signing a voucher or otherwise indicating your authorization of the transaction in a manner acceptable to us;
- c. providing the Debit Card number, Debit Card expiry date and/or CVV2 to a merchant or other party to whom payment is to be made, in a manner acceptable to us, for example, in person, by telephone, by mail order, online, or for purposes of establishing a one-time, recurring or periodic transaction directly from your Account;
- d. using your Debit Card together with your PIN to access an Account that has been set up for access through your Debit Card at an RBC™ ATM or any other Banks' ATMs, through RBC Telephone Banking or RBC Online Banking, or at an RBC branch; and
- e. authorizing anyone else to do any of the above (a) through (d).

If you authorize a transaction, you are responsible for all Losses including but not limited to Account withdrawals (including amounts borrowed if your Account has a line of credit Account or has overdraft protection) and for service and/or interest charges which may result.

Where you cooperate fully in any investigation that we, or the public authorities, may conduct regarding the unauthorized use of your Debit Card, and we establish that the use of your Debit Card was unauthorized, you are not liable for:

- Losses that occur because of your unintentional contribution to someone else's unauthorized use of your Debit Card;
- Losses that occur because you have been the victim of fraud, theft, or have been coerced by trickery.

You are liable for Losses if you contribute to someone else's unauthorized use of your Debit Card.

You contribute to someone else's unauthorized use by:

- Voluntarily disclosing your PIN to someone else;
- Writing your PIN on or near your Debit Card or choosing a PIN that is easily guessed (see the Personal Identification Number section of this Agreement);
- Keeping a poorly disguised written record of your PIN on or near your Debit Card (see the Personal Identification Number section of this Agreement);
- Not telling us within a reasonable time or the time set by applicable laws in the country where your Account is maintained when your Debit Card is lost, stolen or misused or that you suspect that someone else is using your Debit Card or knows your PIN.

It is our responsibility to show on a balance of probability that you have contributed to someone else's unauthorized use of your Debit Card.

#### YOUR LIABILITY MAY EXCEED ACCOUNT BALANCE

Your liability for Losses may exceed your Account balance or available funds if the Account is a transaction account, has overdraft protection or is linked with an account that does. Your liability will also exceed your Account balance for Losses that result from fraudulent or worthless deposits being made at an ATM.

#### VERIFICATION AND RECORDS

All transactions carried out using your Debit Card and PIN, including deposits of instruments, cash and other items, are subject to our verification and acceptance. This may take place on a date later than the date you use the Debit Card, and will affect when transactions become effective.

Our records showing the use of your Debit Card and PIN and our determination of the details of that transaction, including our count and verification of the particulars of any Debit Card and PIN use, will be considered correct and binding on you, unless you tell us in writing of any mistakes. You must tell us of any mistakes within 30 days of the date of a disputed transaction, or such longer time period as may be required by an agreement between you and us for the operation of the Account to which the mistake relates.

Transaction records of your Debit Card and PIN use are issued to help you with your Account record-keeping. If you do not agree with the particulars shown on a record, we will review our records to settle the disagreement.

#### ADDITIONAL CARDHOLDER(S)

You may ask us to issue a Debit Card and PIN to someone else who is authorized to act on your behalf (for example, a person acting under a Power of Attorney given by you). If we agree, you are responsible

for ensuring that any additional cardholder(s) complies with this Agreement, and you will have to pay for all transactions carried out using the additional card(s), including those charged to your Account after the additional card(s) has been returned to us.

You acknowledge that any additional cardholder(s) will have access to your previous Account history and transaction details for the Account, and agree to this access being provided.

#### INTERPRETING AND ENFORCING THIS AGREEMENT

This Agreement will be interpreted in accordance with the laws of the country in which your Account is maintained. In the event of a dispute, you agree that the courts in the country where your Account is maintained shall be competent to hear such dispute, and you agree to be bound by any judgment of that court.

#### PROBLEMS WITH MERCHANTS/LIMITATION ON OUR LIABILITIES

We are not responsible for problems you have with anything you buy using your Debit Card for a Point of Sale (POS) Transaction. We are also not responsible for any problems you have with the Biller when you use your Debit Card to pay a bill. You must settle any such problem directly with the merchant or Biller.

When you make bill payments at one of our ATMs or branches, you are responsible for ensuring that all Biller information (including account numbers and payer names) required by us to complete your payment instructions to that Biller is accurate at all times. We may, without notice to you, update your bill profile information, if advised of a change by the Biller.

We try to ensure that transactions are completed whenever you use your Debit Card for a purpose we have agreed to. However, we will not be liable to you for damages (including special, indirect or consequential damages) if an ATM or a merchant does not accept your Debit Card or you cannot use your Debit Card for any reason, including where we cancel or temporarily deactivate your Debit Card or decline to authorize a transaction because we have detected activity in your Account or the use of the Debit Card that we consider to be unusual. We are not responsible for a Biller's posting practices or if they charge you late fees or interest penalties.

#### SERVICE CHARGES

Service fees applicable to transactions made using a Debit Card or PIN are set out in our Schedule of Fees & Service Charges, available at any branch or on our website. When you use your Debit Card, you agree to pay any applicable service fee, including the service fees that may be imposed by any third party for using their ATM or POS.

In addition to transaction fees and service charges for every transaction, other Account fees may apply, as provided in the Account Disclosures. Merchants or other financial institutions may set their own service fees for ATM or Point of Sale (POS) Transactions and, when you use your Debit Card, you agree to pay any applicable fee.

Stamp Duty: You agree to pay any stamp duty payable by us or by you with respect to any transaction made using your Debit Card.

#### CONTACTING US ABOUT A PROBLEM

If you have any questions or concerns about this Agreement, please call us at New Providence or Turks & Caicos: 242-326-2273; Family Islands: 242-300-8472 or from Canada: 1-800-796-0021 & USA: 1-800-292-7791; Cayman: 1-888-847-5803. We have a complaint/dispute resolution procedure in place for dealing with these problems. We will tell you all about it if you call to ask. If you contact us to report

an unauthorized transaction where your Debit Card has been used, we will respond to you as soon as possible and no later than ten (10) Business Days, informing you of our decision as to whether or not we hold you responsible. During this time, we will not unreasonably restrict your access to funds that are the subject of the dispute.

#### ADDING OR CHANGING TERMS OF THIS AGREEMENT

We may add or change terms of this Agreement at any time. If we do, we will let you know at least 30 days before the changes come into effect. We will notify you of any changes in any one or more of the following ways: by sending you a notice (written or electronic), by posting a notice in all of our branches, by displaying a notice at our ATMs, or by notice on our public internet sites. If we send you a written notice, we will write to the address shown in our records. Any such notice to you will be deemed to have been received by you seven days after the notice was posted on our ATM screens or on our public internet sites or mailed to you. If you do not agree with the addition or change, you are free to close your Account. If you use your Debit Card after the effective date of a change, it will mean you accepted the changes.

#### ENDING THIS AGREEMENT

If you contravene any part of this Agreement, if we are required by law, if we suspect that your Debit Card is being used by someone else or has been or may be used to commit fraud, we may restrict or discontinue the use of a Debit Card or end this Agreement at any time without telling you. Where we restrict or discontinue the use of a Debit Card or end this Agreement, we will tell you as soon as practicable. In all other cases, you or we may end this Agreement at any time by giving notice in writing. If this Agreement has ended, your obligations continue until they have been completely satisfied.

#### IMPERMISSIBLE TRANSACTIONS

The Debit Card issued on the Account may only be used and directed by you. You agree not to use the Account and/or the Debit Card in any manner, for any illegal, improper or unlawful purpose. You acknowledge and agree that we reserve the right to prevent the Account and/or the Debit Card from being used for certain types of transactions as determined by us, including but not limited to, transactions connected to internet gambling or that contravene our Anti-Money Laundering or Anti-Terrorist Financing policies. For security purposes, we may decline any transaction if for any reason it appears to us to be suspicious or potentially in violation of this Agreement, Visa operating regulations or any applicable law

#### OUT OF COUNTRY TRANSACTIONS

All Debit Card transactions completed in a currency other than the currency of the Account will be converted and posted to your statement in the currency of the Account. The International Provider will convert to U.S. dollars any international charge or credit made to the Account. The conversion will be pursuant to the specific International Provider's regulations in effect. The rate selected by the International Provider is determined from (i) a range of rates available from wholesale currency markets for the applicable central processing date and/or (ii) government-mandated rates in effect for the applicable central processing date. The International Provider may charge to us, international service fees and currency conversion fees. Accordingly we may add a percentage mark-up to the exchange rate and/or apply a related international service fee to the Account, as may be determined by us from time to time. We will not assume any risk associated with foreign currency exchange gains or losses from currency conversions, resulting from your use of the Debit Card.

We also reserve the right to apply a fee to the Account, as may be determined by us from time to time, for each purchase or cash

withdrawal made outside of your territory regardless of whether the purchase or cash withdrawal is made in a foreign currency or in the currency of your territory. In this event, we will charge an international service transaction fee on the amount of each out of territory purchase or cash withdrawal, regardless of the currency in which the purchase or cash withdrawal was made. We will post to your Account the total amount of the transaction in the local currency.

The exchange rate may differ from the rate in effect on the date of the transaction. These processing and transaction fees will be added to the balance on your Account.

When you use your Debit Card for a transaction in a foreign currency and the merchant gives you a credit, the value of the original debit transaction may not match the credit value exactly due to exchange rate fluctuations relating to the timing difference between the two transactions.

#### PROTECTING YOUR PRIVACY – COLLECTION AND USE OF CUSTOMER INFORMATION

The terms of your Account agreement in respect of protecting your privacy and the collection and use of your information are hereby incorporated by reference and made part of this Agreement.

#### OUR PRIVACY POLICIES

You may obtain more information about our privacy policies by calling us or by visiting our website.

#### GOVERNING LAW

This Agreement is governed by and constructed in accordance with the laws of the country in which your Account is maintained.

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