

## Respecting your privacy is important to us

Periodically we mail product and service information we feel would interest you. However, if you prefer not to receive such mail or phone calls, please let us know by visiting an RBC Royal Bank branch. While we make a considerable effort to keep our client files up to date, some errors do occur. Therefore, if you are already an RBC Royal Bank credit card cardholder, or have recently applied for the card, please accept our apologies. For general inquiries, about this Credit Card offer, please visit an RBC Royal Bank branch.

## Collection and use of personal information

### 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 background;
- information provided on an application for any of our products and services;
- information related to transactions arising from your relationship with and through RBC Royal Bank;
- information received from other financial market participants; and
- information about your financial behavior, such as your payment history and creditworthiness.

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

By submitting this application, you expressly acknowledge receipt of notice that from time to time we may obtain reports about you 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;
- 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 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 better manage our business and your relationship with us;
- to operate the payment card network;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and
- as otherwise required or permitted by law.

### For these purposes, we may:

- make this information available to RBC Royal Bank companies, to the employees of those companies, and to our agents and service providers (including those persons and entities providing services under and in connection with the RBC Rewards program described in this application, such persons and entities being referred to herein as "RBC Rewards Service Providers"), whether inside or outside your country of residence, with each of such recipients being instructed to maintain the confidentiality of this information;
- share this information with other financial institutions; and
- provide credit, financial and other related information to credit reporting agencies, who may in turn share it with others.

Upon your request, we may also give this information to other persons and entities. Each RBC Royal Bank company and RBC Rewards Service Provider is bound by the laws of the jurisdiction in which it is located and of the jurisdiction(s) in which it conducts business. Accordingly, information received by an RBC Royal Bank company and an RBC Rewards Service Provider is subject to disclosure in accordance with the laws of such jurisdiction(s).

We may also use this information and share it with RBC Royal Bank companies (i) to manage our risks and operations and those of such RBC Royal Bank companies, (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have

a right to issue such requests, and (iii) to inform RBC Royal Bank companies of your choices made under "Other uses of your personal information" below for the purpose of honoring those choices.

### Other uses of your personal information

As noted above, we may use your information to promote our products and services, and to 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 Royal Bank companies for the purpose of referring you to them or promoting to you their products and services which may be of interest to you. Such RBC Royal Bank companies may also communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided. You acknowledge that as a result of such sharing, those RBC Royal Bank companies may advise us of the products or services they provide to you. Also in such cases, we may, where not prohibited by law, consolidate the information we have about you with the information those RBC Royal Bank companies have about you, so as to enhance the overall management of your relationship with Royal Bank of Canada and the RBC Royal Bank companies.

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

You may choose not to have this information shared or used for any of these "Other uses" by contacting us as set out below; and, if you do so, you will not be refused credit or other services for that reason. We will respect your choices and, as mentioned above, we may share your choices with RBC companies for the sole purpose of honoring 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 above in "Other uses of your personal information", you may, now or at any time in the future by contacting your branch.

### Our privacy policies

You may obtain more information about RBC Royal Bank's privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by contacting your local branch or by visiting our website at [www.rbc.com/privacysecurity](http://www.rbc.com/privacysecurity).

**21. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the country in which my Card was issued and I hereby submit to the jurisdiction of the courts of that country on any matter relating to this Agreement.



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RBC Royal Bank™

## ROYAL BANK OF CANADA CARDHOLDER AGREEMENT

**1. What the Words Mean:** As this Agreement and the Disclosure Statement are read, please remember that,

"I", "me" and "my" mean the Applicant for the Account and a Card. If there is one or more than one Co-Applicant for a Card, these words also mean the Applicant and each Co-Applicant individually, and "we", "us" and "our" mean the Applicant and each Co-Applicant collectively; and

"you" and "your" mean Royal Bank of Canada.

Please also remember that in this Agreement and the Disclosure Statement,

"Account" means the Visa<sup>‡</sup> or MasterCard<sup>‡</sup> account you have opened in the Applicant's name to which all Debt is charged;

"Account Statement" means your written statement of the Account that you prepare for the Applicant approximately every 4 weeks [the period covered by each Account Statement will vary between 27 and 34 days];

"Applicant" means the individual who has signed the Application as the applicant;

"Application" means the request made to you for the Account and my Card;

"Card" means the Visa or MasterCard credit card you issue on the Account in my name and all renewals of and replacements for that credit card;

"Cash Advance" means an advance of cash that is charged to the Account with or in connection with my Card;

"Co-Applicant" means an individual who has signed the Application as a co-applicant;

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in the Account;

"Debt" means all amounts charged to the Account with or in connection with Cards, including Purchases, Cash Advances, interest, service fees and other charges;

"Disclosure Statement" means your written statement of the Interest Rate, service fees and other charges for the Account set out in a document accompanying my Card when you issue it to me and in any other document or statement you may send to me from time to time;

"Due Date" means the date indicated as such on an Account Statement;

"Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in the Account that is made up of any combination of Interest-Bearing Purchases and Cash Advances;

"Interest-Bearing Purchase" means a Purchase appearing on an Account Statement for the first time that is not paid in full by the Due Date shown there;

"Interest Rate" means the annual percentage rate of interest referred to in the Disclosure Statement that is set out on each Account Statement;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that I have received or selected in your set way;

"Purchase" means a purchase of goods or services (or both) that is charged to the Account with or in connection with my Card; and

"Statement Date" means the date indicated as such on an Account Statement.

I agree with you as follows:

**2. General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and my Card. This Agreement replaces all prior cardholder agreements between you and me for the Account and my Card.

If I sign, use or accept my Card, it will mean that I have received and read this Agreement and the Disclosure Statement. It will also mean that I have understood and agreed with you to everything written here and in the Disclosure Statement.

**3. Card Use:** I may use my Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions, and other transactions you permit from time to time. The use of the Account and my Card is governed by this Agreement. I must not use my Card after the expiration date shown on it or after the termination of this Agreement.

**4. Card Ownership:** You are the owner of my Card. No one but me is permitted to use my Card. I do not have the right to assign or transfer this Agreement, the Account or my Card to anyone else.

**5. Lost or Stolen Card:** I must tell you at once if my Card is lost or Stolen or if I suspect it is lost or stolen. I may do this in the way you have set out on each Account Statement.

If my Card is lost or stolen, I will be liable to you for:

(a) all Debt up to a maximum of \$50.00, resulting from the loss or theft of my Card that is incurred before the time I tell you about that loss or theft through anyone or more transactions on the Account in which only my Card or Account number has been used to complete those transactions, and

(b) all Debt resulting from the loss or theft of my Card that is incurred before the time I tell you about that loss or theft through anyone or more transactions on the Account in which my Card and Personal Identification number have been used together to complete those transactions.

I will not be liable to you for any Debt resulting from the loss or theft of my Card that is incurred after the time I tell you about that loss or theft.

**6. Credit Limit:** You will set a Credit Limit for the Account and you may change it periodically. You will tell me what the current Credit Limit is on the document accompanying my Card when you issue it to me and on each Account Statement.

I will not permit the Debt I owe to you at any time to exceed the Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Credit Limit you set from time to time. I understand that the use of my Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded.

**7. Liability for Debt:** Subject to Section 5, I will be liable to you for all Debt charged to the Account no matter how it is incurred or who has incurred it and even though, in the case of a Co-Applicant, you send Account Statements to the Applicant. If there is one or more than one Co-Applicant, we will be jointly and severally liable to you for all of that Debt and everything else we have agreed to with you in this Agreement.

You may apply any money I (or anyone or more of us) have on deposit with you or any of your affiliates against any debt I (or anyone or more of us) have not paid to you as required under this Agreement without notice to me (or any of us).

#### **8. Payment of Debt:**

(a) Subject to sub-Sections 8(b), 8(c), and Section 16, I may pay the Debt I owe to you in full or in part at any time.

(b) Subject to sub-Sections 8(c) and Section 16, I must make one of the following payments of the Debt shown on each Account Statement by the Due Date shown there in order to keep the Account up-to-date:

(i) a payment in full of the New Balance shown on the current Account Statement if that New Balance is less than \$25.00 (in the case of a Visa Classic or MasterCard Standard Account), or \$50.00 (in the case of a Visa Platinum, Visa Gold or Gold MasterCard Account),

(ii) a payment of not less than the Minimum Payment shown on the current Account Statement if the New Balance shown on that Account Statement is \$25.00 or more (in the case of a Visa Classic or MasterCard Standard Account), or \$50.00 or more (in the case of a Visa Platinum, Visa Gold or Gold MasterCard Account).

(c) I must also pay the amount of any Debt that exceeds the Credit Limit at once to keep the Account up-to-date. I must pay this excess even though

you may not yet have sent an Account Statement to the Applicant on which that excess appears. I may ask for a Credit Limit increase by contacting my RBC Royal Bank™ branch.

(d) I must keep the Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to the Applicant. I must contact your Credit Card or Card Services Centre at least once a month during such a delay or interruption to obtain any payment information I do not have and need to know in order to comply with this Section.

#### **9. Interest Charges:**

(a) *Interest-Free Purchases:* I will not pay interest on the amount of any Purchase appearing on an Account Statement for the first time that is paid in full by the Due Date shown there, provided all other Debt shown on the Account Statement is also paid in full by that Due Date,

(b) *Interest-Bearing Balance:* I will pay interest on the Interest-Bearing Balance at the Interest Rate in effect in the manner described below, and in Sub-Section 9(c):

You will charge me interest:

(i) on the amount of each Interest-Bearing Purchase from (and including) the posting date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and

(ii) on the amount of each Cash Advance from (and including) the day I obtain them to the day you receive payment in full of the Interest-Bearing Balance.

(c) *Interest-Calculation:* The interest you charge on the Interest-Bearing Balance accrues daily. You will calculate this interest by multiplying the Interest-Bearing Balance outstanding on any day by the Interest Rate in effect and in dividing the result by the number of days in the year.

You will post the interest I owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

You will not charge interest on billed interest or service fees and other charges, except foreign currency fees.

**10. Application of Payments:** You will apply each payment of the Debt in the following order: interest charges; service fees and other charges; billed Cash Advances; Interest-Bearing Purchases; unbilled Cash Advances; unbilled Purchases. Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment.

**11. Service Fees and Other Charges:** I must pay all service fees and other charges that apply to the Account, as described in the Disclosure Statement and in any document or other written statement you may send to me from time to time. You will charge them to the Account at the time I incur them.

**12. Automated Banking Machines:** I may use my Card together with my Personal Identification Number to make transactions on the Account at those banking machines and terminals you operate and at any other banking machines and terminals you designate from time to time, subject to my agreement with you governing the use of my Personal Identification Number.

I clearly understand that it is my responsibility to preserve the confidentiality of my Personal Identification Number and that any use of this number, fraudulent or otherwise, is for my account.

**13. Debt incurred without a Card:** If I incur Debt without having presented my Card to a merchant (such as for a mail order or telephone Purchase), the legal effect will be the same as if I used my Card and signed a Purchase or Cash Advance draft.

**14. Changes to Disclosure Statement:** You may change the Interest Rate, service fees and other charges for the Account set out or referred to in the Disclosure Statement periodically. I will be given at least 30 days prior written notice of each change, directed to the Applicant's address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

**15. Changes to Agreement:** You may change this Agreement periodically. I will be given at least 30 days prior written notice of each change, directed to the Applicant's address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

#### **16. Termination:**

(a) You or I may terminate this Agreement, and you may withdraw my rights and privileges in respect to my Card and the Account, at any time without notice. If this happens, I must pay all Debt at once and return my Card to you at once.

(b) If I fail to comply with my obligations to you under this Agreement, I will be liable to you for:

- (i) all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt; and
- (ii) all costs and expenses you incur in reclaiming my Card.

**17. Problems with a Purchase:** You will not be responsible for any problem I have with any Purchase. If I have a problem or dispute with a merchant regarding a Purchase, I must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant. You will also not be responsible if my Card is not honoured by a merchant at any time and for any other problem or dispute I may have with the merchant.

**18. Account Verification:** I must examine promptly all Account Statements and each entry and balance recorded in them.

I must notify you in writing of any errors, omissions or objections to an Account Statement, or an entry or balance recorded in it within 30 days from the Statement Date recorded on that Account Statement.

If I do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on me and you will be released from all claims by me in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish my liability for that Debt.

**19. RBC Rewards:** Some of our Visa Cards allow you to earn RBC Rewards points which can be redeemed for gift cards, 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 [rbcrewards.com](http://rbcrewards.com) and are subject to change without notice to you.

**20. Collection and Use of Information:** IMPORTANT! Please read these terms, which are part of this Credit Card Application.

Please open a Credit Card Account in my name, issue a Credit Card to me (and to any Authorized User if I have named one in this Application), and renew and replace the Credit Card(s) periodically. I certify that all information I have supplied to you (Royal Bank of Canada and its affiliated companies, referred to herein as "RBC Royal Bank") in this Credit Card Application is true and complete. I understand and agree that you will conduct a credit review based on the information I have provided and information you have collected from other sources, including credit reporting agencies, as further described below in the section titled "Collecting your personal information."

I will comply with the RBC Royal Bank credit card agreement (the "Agreement") that you will send to me at the time you issue, renew or replace my Credit Card. I am responsible for all use of the Credit Card Account by an Authorized User and understand that an Authorized User will have access to information about certain transactions and other Credit Card Account information. I will ensure that the Authorized Users receive a copy of the Agreement as well as any notices you send me regarding the use of a Credit Card and the Credit Card Account number.

The signing, activation or use of my Credit Card or my Credit Card Account number by me or an Authorized User means that I have reviewed and read the Agreement and agree to accept all of its terms.

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