



ONLINE SERVICES CLIENT AGREEMENT

Introduction. This Electronic Access Agreement, as amended from time to time, (this "**Agreement**") governs your "**the undersigned**" electronic access to the Services. It replaces all prior agreements between you "**the undersigned**" and us governing your electronic access to the Services but does not replace any other agreements you have with us (now or in the future) governing an Account or the Services. Any agreement you have with us governing an Account or a Service shall continue to apply to that Account or Service unless it conflicts with this Agreement, in which case the agreement governing such Account or Service will prevail to the extent of the conflict. You also agree to abide by and comply with all instructions we may provide to you from time to time in connection with accessing and using the Services. **This Agreement is binding on you as soon as you sign below.**

Part A: General Terms and Conditions

1. Definitions. What the Words Mean: In this Agreement:

"**You**" and "**your**" mean the individual who is enrolled to access the Services and "**we**", "**us**" and "**our**" mean Royal Bank of Canada;

"**Account**" means any account you may access from time to time using an Electronic Access Device;

"**Activation Code**" means the one-time activation code that we provide to you and which, upon your entering the Activation Code as instructed by us, gives you access to all the Services made available to you from time to time through an Electronic Access Device;

"**Business Day**" means any day excluding Saturday, Sunday or a statutory holiday;

"**Electronic Access Device**" means any device (excluding an automated banking machine or point-of-sale terminal), including but not limited to, a personal computer, telephone or pager, used by you to electronically access the Services;

"**Message Centre**" means our online communication centre located on our Web site where you access the Services and where encrypted emails and other communications or information relating to the Services may be transmitted between you and us;

"**Password**" means any confidential combination of numbers and/or letters you select from time to time as a means of identifying you and enabling you to access the Services;

"**Personal Verification Questions**" means the questions and answers that you choose and that are used by us for verification purposes when you request that we reset your Password;

"**Service(s)**" means the various financial, investment or other ancillary services or products offered by us to you from time to time that may be accessed by an Electronic Access Device including but not limited to use of, and access to, Accounts; and

"**Third Party Service Provider**" means any third party retained or used by us to provide you with, or to assist us in providing you with, access to the Services.

2. Changes to the Agreement. We may change this Agreement from time to time by providing you with notice of the change either before or after the change takes effect. **If the Services are accessed after the effective date of the change it will mean that you have agreed and consented to the change.**

3. Notice. Any notice we are required to give you under this Agreement may be: (i) provided to you electronically through your Electronic Access Device, on our Web site where you access the Services or through the Message Centre; or (ii) sent to your email or mailing address last appearing on our records. This is in accordance with the provisions of applicable laws and regulations of the country in which the account is held.

4. Use/Instructions. Your client card number and Password must be used to access the Services. Each instruction given to us once the Services have been accessed in this manner will be attributed to you and will have the same legal effect as if it was made in writing to us and signed by you. You acknowledge that once an instruction is submitted to us and confirmed by you, it is final and we have no obligation to reverse it.

Payment Instructions. If you give instructions to pay bills or transfer funds from an Account, you acknowledge that the instructions will result in funds being withdrawn from your Account on the date the instructions are given. You acknowledge that merchants or third parties may not treat payments as being received as of the date of your instructions. In no event will we have any responsibility for any problems or disputes with merchants or other third parties, including if a merchant or third party does not credit you for a payment for whatever reason (including where that merchant or third party is no longer included on your payee list) or charges you late fees or interest penalties, and you agree to settle your dispute directly with that merchant or third party. We may, in our discretion, decline or refuse to act on an instruction given or purported to be given by you.

5. Prohibitions on Use. You will not: (i) access or use the Services for an illegal, fraudulent or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Services (including but not limited to fraudulent, malicious or other activities that threaten to harm or cause harm to any other person).

6. Changing the Services. You understand that from time to time we may add, remove or change all or any part of the Services. Any of the Services (or parts thereof) added or changed by us will be governed by this Agreement.

7. Entry of Activation Code. Not all of the Services may be accessible using an Electronic Access Device until your Activation Code has been entered. You may choose not to enter your Activation Code if you do not wish to access all of the Services.

8. Setting Limits. We may set one or more limits (dollar amounts, frequency or otherwise) for the Services from time to time and we may change these limits periodically.

9. Security. (a) You must always keep your Password strictly confidential and not disclose or share your Password with anyone. If you know or suspect that someone else may know your Password, you must change your Password immediately and advise us only if that change may impact your access to the Services.

(b) The Password, Personal Verification Questions you select must be confidential, unique and not easily guessed by others. You must not select a Password containing your birth date or name nor those of your family members. You must not select a Password that is the same as any personal identification number (PIN) you use with a client card issued to you.

(c) You acknowledge that ensuring the security of your information requires that you exercise safe computing practices. We recommend that you review, on a regular basis, those sections on our Web site that deal with security in connection with the Services. You must sign out, log off, disconnect and close your browser, as appropriate, after each session in which you have accessed the Services to prevent anyone else from accessing the Services without your permission or knowledge. In addition, you agree to implement and maintain safe computing practices which will include, at least, the following security measures:

- (i) an Internet browser with at least 128-bit encryption technology;
- (ii) up-to-date virus scanning software; and
- (iii) a firewall system.

10. Access Fees. You will pay all service fees or other charges applicable to your access to and use of any of the Services. We will charge your Accounts for any service fees or other charges that apply at the time they are incurred. We will give you notice of these service fees and charges and may change them from time to time by providing you with prior notice. You acknowledge that these service fees or other charges are in addition to any other services fees or other charges that may apply to an Account. Unless we otherwise agree, any payment must be made in money which is legal tender at the time of payment.

11. A) Liabilities. We will not be responsible for any loss, damage, delay or inconvenience suffered or incurred by you with respect to (i) this Agreement, (ii) any instructions provided to you in connection with the Services, or (iii) use of an Electronic Access Device to access the Services (including but not limited to any delay or inability to access the Services), except in a case where there has been negligence (to be determined in light of reasonable commercial standards) on our part. We will not, under any circumstances (even if we are negligent), be liable for any loss of data, or any indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever, in whole or in part, (including but not limited to any business interruption, loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.

In no event, even if we are negligent, will we be liable for any loss or damage suffered by you that is caused by:

- (a) the actions of, or any failure to act by, a third party, except in the case of any Third Party Service Provider (and no such third party will be considered to be acting as our agent);
- (b) mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in, any data or information (including Log-In Information, Information or any Document) including where such data or information is furnished by you to us or to any Third Party Service Provider (including but not limited to your failure to update the Log-In Information or Information);
- (c) any delay, error, interruption or failure by us to perform or fulfill any of our obligations to you due to any cause beyond our control (including but not limited to any system malfunctions or technical failures or if the information (including Information) retrieved by us is not timely, complete or accurate);
- (d) any delay in the retrieval or presentment of the Information or any malfunction in the communication facilities that are not under our control, that may affect the timeliness, completeness or accuracy of the Information or that may prevent the retrieval or presentment of any information (including Information);
- (e) use of, or inability to use, the Service (including but not limited to any charges such as late fees or additional interest you may have to pay to an Issuer);
- (f) your leaving our Web site and linking to and from any third party's Web Site; or
- (g) your failure to fulfill any of your obligations under this Agreement including those in Section 9 of Part A (Security) or to comply with any instructions we may provide to you from time to time in connection with the Services.

B) Release/Indemnities. Except with respect to claims, costs and liabilities arising by reason of our negligence, you will release and indemnify us against any claim, cost and liability incurred by us in connection with: (i) your access to the Services; or (ii) any breach by you of the terms and conditions of this Agreement, including but not limited to, Section 5 of Part A (Prohibitions on Use).

12. Suspension/Termination. By Us: We may suspend or terminate (in whole or in part) this Agreement or your access to any of the Services immediately for any reason whatsoever at any time without prior notice. We will not be responsible for any loss or inconvenience that may result from such suspension or termination. **By You:** You may terminate this Agreement by giving notice of termination to your branch and such termination will be effective one (1) Business Day following our receipt of such notice.

If this Agreement (or any part of it) is terminated or your access to the Services is suspended or terminated by us, you will not be relieved of any of your obligations under this Agreement until they have been completely satisfied.

13. Third Parties. You understand and agree that:

- (a) we may use Third Party Service Providers to provide or assist us in providing access to the Services and that such Third Party Service Providers will not respond directly to you with respect to any inquiries, complaints, questions or other issues relating to the Services other than to direct you to us or to the relevant Issuer; and
- (b) use of the Services may involve leaving our Web site and linking to a third party's Web site (including the third party Web site of an Issuer, Third Party Service Provider or Account Provider).

14. Records. Our records, and those of any of our affiliates or subsidiaries or any Third Party Service Providers (whether used by them or by us), regarding an Account or any Services, including but not limited to, the retrieval, consolidation, organization and presentment of Information, records for each instruction and the presentment, receipt and viewing of Documents, shall be final and conclusive and we may use those records in any court of law.

15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision shall be deemed to be severable.

16. Governing Law. This Agreement will be exclusively governed by and construed in accordance with the laws of the country in which the Account is conducted. The Parties irrevocably submit to the exclusive jurisdiction of the courts of specified above for the determination of any matters under this Agreement.

By signing this agreement, the Customer confirms having read all of the terms of the Agreement and agrees to be bound by same.

Client Signature: _____ **Date:** _____

Name: _____

Client Signature: _____ **Date:** _____

Name: _____

Client Signature: _____ **Date:** _____

Name: _____

▼ FOR BANK USE ONLY ▼

Branch: _____ **Date:** _____

Name of Approver (Relationship Mgr): _____ **Signature:** _____

ROYAL BANK OF CANADA Form #10009 (Client Agreement & Disclosure Statement) must be held prior to the signing of this form.