

Debit Card Agreement



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, including RBTT legal entities, 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.

“Agreement” means this RBC Royal Bank Debit Card Agreement;

“ATM” means an automated teller machine.

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

“Debit Card” means your RBC Royal Bank 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;

“Losses” means any loss to you or to us that result 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;

“POS” means point of sale allowing for (electronic) transactions with the use of your Debit Card; and

“RBC Companies” means Royal Bank of Canada and its subsidiaries and affiliates, including RBTT legal entities.

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.

With this Agreement you promise to be responsible for the use of your Debit Card and PIN. This Agreement 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 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.

You agree not to use your Debit Card for any illegal, improper or unlawful purpose. Your Debit Card remains our property. We may from time to time prevent your Debit Card from being used for certain types of transactions as determined by us, including transactions connected with internet gambling. We will treat your PIN as your authorization whenever it is used with your Debit Card and any instructions received or transactions done using your Debit Card with your PIN 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 Electronic Banking Agreement governs the use of your Debit Card number with or without your authorising 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 losses 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 with any service fees applicable to the transaction carried out.

PROTECTING YOUR DEBIT CARD AND PIN

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

- Always make sure that you can see your Debit Card at all times when you are using it for a 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 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 you suspect that your Debit Card is missing. You may contact us by visiting or calling your local branch or by calling the Contact Centre.

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

VALIDITY

Your Debit Card will be valid until the expiry date shown on the front of your Debit Card except where cancelled in accordance with the Agreement. Depending on where your Account is maintained your Debit Card may not have an expiry date.

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 with respect of 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.

LIABILITY FOR LOSSES

You are responsible for all authorized use of a valid Debit Card.

You are liable for all Losses that result from these situations:

- You authorize someone else to use your Debit Card;
- You make an entry error like pressing the wrong key at an ATM or POS terminal;
- You make fraudulent or worthless deposits or transfers;
- Your use of your Debit Card when there is insufficient funds in your Account.

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 Personal Identification Number section of this Agreement);
- Keeping a poorly disguised written record of your PIN on or near your Debit Card (see Personal Identification Number section of this Agreement);
- Not telling us within a reasonable time or the time set by applicable laws in the jurisdiction 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
- without prejudice to the above, you fail to take reasonable precautions to prevent cards issued to you, your PIN or other personalized security features safe.

It is our responsibility to show based on 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 notify us in writing of any mistakes. You must notify 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 mistakes relate. 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 jurisdiction in which your Account is maintained. In the event of a dispute, you agree that the courts in the jurisdiction 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 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 to ensure 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 de-activate 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. 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.

CONTACTING US ABOUT A PROBLEM

If you have any questions or concerns about this Agreement, please visit or call your local branch or call the Contact Centre. 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 sent 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 a fraud we may restrict or discontinue the use of a Debit Card or end this Agreement at any time without prior notice to you. Where we restrict or discontinue the use of a Debit Card or end this Agreement we will tell you as soon as possible. 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.

TRANSACTIONS IN A FOREIGN CURRENCY

When you use your Debit Card to do a withdrawal or make a purchase in currency other than the currency of your Account, we will convert the amounts withdrawn and any associated charges imposed by any third party for the use of the ATM or POS terminal, to the currency of your Account when we deduct the funds from your Account. We will convert these amounts to the currency of your Account no later than the date we post the transaction to your Account at the rate of exchange determined by us on the day the transaction is posted to your Account.

PROTECTING YOUR PRIVACY – COLLECTION AND USE OF CUSTOMER INFORMATION

Collecting your information

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

- information establishing and maintaining your identity (for example, name, address, telephone number, date of birth, etc.), type of business (if any) and your personal background;
- information related to transactions arising from your relationship with and through us and/or received by us 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; and
- information about financial behavior 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, wherever located, including from you, from service arrangements you make with or through us, from credit reporting agencies and financial institutions (including correspondent banks), 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 information

This information may be used or disclosed 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 protect your interests where, in our sole discretion, we deem necessary or desirable;
- to help us better manage our business and your relationship with us;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and
- 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 (including correspondent banks) or persons with whom I have or may have financial and other business dealings, wherever located; 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 your jurisdiction, the service provider is bound by the 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 (legal) persons.

We may also use this information and share it with RBC Companies wherever located who shall be entitled to retain copies of any information disclosed (i) to manage our risks and operations and those of RBC Companies; and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies and other entities who have a right to issue such requests.

If we have your relevant tax 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 information

- We may use your 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 the 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 other RBC Companies, we may, 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 understand that we and RBC Companies are separate, affiliated corporations. RBC Companies include our parent companies, affiliates and subsidiaries, 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.

Your right to access your 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 or, to ask questions about our privacy policies you may do so now or at any time in the future by contacting your branch. You may obtain more information about our privacy policies by calling us or by visiting our website.

NO WAIVER:

You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available under this Agreement will affect or preclude our future exercise of that right, remedy, power or privilege.

SEVERABILITY:

If any one or more of the provisions of this Agreement is for any reason deemed void, invalid, illegal or unenforceable, the remaining provisions will remain valid and in force.

GOVERNING LAW

This Agreement is governed by and constructed in accordance with the laws of the jurisdiction in which your Account is maintained. Any disputes arising from or relating to this agreement and/or your relationship with us will be brought exclusively before a competent court in the jurisdiction in which your Account is maintained.

