



Topic List

Terms of Agreement

- [1. Definitions and Interpretation](#)
- [2. Authority](#)
- [3. Responsibility for Users](#)
- [4. Fees](#)
- [5. Information](#)
- [6. Changes](#)
- [7. Disclaimer](#)
- [8. Security](#)
- [9. Service Materials](#)
- [10. Technology Requirements](#)
- [11. Finality](#)
- [12. Information Icons, Help Content, and Links](#)
- [13. Alerts](#)
- [14. RBC Express Mobile](#)
- [15. Language](#)

These are Service Materials for RBC Express, and form part of the Master Client Agreement for Business Clients between Royal Bank and the Customer.

Terms of Agreement

- 1. Definitions and Interpretation** All capitalized terms not defined have the meanings given in the Legal Terms and Conditions of the Master Client Agreement for Business Clients, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply. In addition, for purposes of this Service, the following defined terms will be used:

Administrator	A User designated by the Customer to perform certain responsibilities and administrative functions relating to RBC Express, including adding and activating Services and OPS, the creation and management of User profiles, and/or controlling User Permissions, and includes each Service Administrator designated by the Customer.
OPS	Other products or services provided by Royal Bank or any other Person, other than the Services.
RBC Express	Royal Bank's electronic banking service, which enables multiple Users to access and use certain Services and OPS, and includes RBC Express Mobile.
RBC Express Mobile	A downloadable application which can be used to access certain RBC Express features, functionality, content, information, or other Documents with a mobile or wireless Electronic Channel.
Service	Each of Royal Bank's business products or services provided to or used by the Customer, including any account, credit, cash management, investment, or payment products or services. For greater certainty, RBC Express and RBC Express Mobile are Services.
User	A Person using RBC Express, including each Administrator.
User Permissions	The roles, responsibilities, access, and entitlements given to a User in connection with RBC Express.



- 2. Authority** The Customer will ensure each User is properly authorized to use RBC Express on its behalf, and that the User Permissions given to the User correspond to the User's authority to act on the Customer's behalf. Royal Bank may, in its discretion, with or without prior notice, accept, reject, change, or terminate the User Permissions given to each User.
- 3. Responsibility for Users** The Customer will ensure each User complies with the terms and conditions of the Agreement, including these terms and conditions and other applicable RBC Express Service Materials. The Customer is responsible for all actions and omissions of Users, and all actions and omissions of Users are binding on the Customer.
- 4. Fees** The Customer is responsible for all fees and charges incurred by Users in connection with RBC Express, including fees for Services and OPS activated and used by Users and any additional fees, charges, taxes, or other amounts payable to other Persons, including for messaging and data charges resulting from using RBC Express Mobile or Electronic Channels in connection with RBC Express.
- 5. Information** The Customer will ensure all information provided to Royal Bank about each User, including the name, mailing address, email address, telephone and mobile numbers, and other contact information for each User, is the correct and current information for the User acting in a business capacity on the Customer's behalf.
- 6. Changes** The Customer will ensure all necessary changes are made to RBC Express in the event of a change to a User's authority or information. The Customer is bound by any change made by a User. Changes made to RBC Express, including any change to the authority and information of each User, may not result in corresponding changes to any other Services or Documents. The Customer will ensure its other Services and Documents are changed to the extent necessary, in accordance with the Agreement.
- 7. Disclaimer** Royal Bank is not responsible for verifying or changing the authority or information of any User in connection with RBC Express. This disclaimer applies notwithstanding anything contained in an Authorization Form or other Document provided to Royal Bank.
- 8. Security** The Customer will ensure compliance with all security procedures, standards, and other requirements prescribed by Royal Bank, including the RBC Express Guide to Securing Your Online Banking available in the RBC Express Resource Centre. The Customer will implement all features available to enhance the security of RBC Express, including password and pass phrase reset, two-factor authentication, dual administration, and multiple approval rules. **THE WAIVER AND RELEASE IN SUBSECTION 13.3 OF THE LEGAL TERMS AND CONDITIONS WILL APPLY TO THE EXTENT THESE FEATURES ARE NOT IMPLEMENTED.**



- 9. Service Materials** The Customer will ensure the confidentiality, security, and proper use of all Service Materials, including tokens, login ids, passkeys, passwords, pass phrases, personal verification questions, and other Security Devices, and Electronic Channels used in connection with RBC Express. The Customer will immediately notify Royal Bank, verbally and in writing, if any Service Materials or Electronic Channels are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to RBC Express.
- 10. Technology Requirements** RBC Express, including RBC Express Mobile, is only available for use with certain Electronic Channels, hardware, operating systems, and software, as determined by Royal Bank in its sole discretion. The Customer will ensure RBC Express, including RBC Express Mobile, is used only with Electronic Channels, hardware, operating systems, and software approved for such use by Royal Bank, and which have not been altered from manufacturer specifications.
- 11. Finality** All Documents accessed, sent, received, accepted, or processed using RBC Express are considered final and binding on the Customer.
- 12. Information Icons, Help Content, and Links** There may be important terms and conditions displayed when information icons or links are clicked in RBC Express, including in RBC Express Mobile, and these terms and conditions form part of the Agreement. The Customer will ensure these terms and conditions are accessed and reviewed accordingly.
- 13. Alerts** Royal Bank may alert the Customer about certain security or service activity relating to RBC Express and other Services and OPS, by notifying Users in the RBC Express Message Centre and/or using other Electronic Channels, including by email, text, or push notification to an Electronic Channel. Each User may be able to select the type of service alerts they want to receive and the Electronic Channels they want used for certain alerts, subject to availability and User Permissions. Each User may also be able to control alerts with settings in Electronic Channels, and may be required to adjust the settings in Electronic Channels in order to enable or disable certain alerts. The availability, type, timing, and delivery of alerts is in Royal Bank's sole discretion, and Royal Bank does not guarantee the availability, type, timing, or delivery of alerts. Some alerts may require action by the User, including requiring the User to log-in to RBC Express. Alerts are provided for convenience and information purposes only, and should not be relied on for any other purpose. Alerts sent by email, text message, push notification, or other unencrypted Electronic Channel, are not secure, reliable, private, or confidential. Alerts may not be available in locations outside of Canada.
- 14. RBC Express Mobile** Royal Bank may provide Users with access to certain RBC Express features, functionality, content, information, or other Documents using RBC Express Mobile, subject to availability and User Permissions. Not all RBC Express features, functionality, content, or other Documents will be available when using RBC Express Mobile, including the RBC Express Message Centre, notices, legal and privacy terms, links, bills and statements. The Customer will ensure RBC Express is accessed on a regular basis directly from the RBC Express website. The availability of RBC Express Mobile is in Royal Bank's sole discretion, and Royal Bank does not guarantee the availability of RBC Express using RBC Express Mobile. RBC Express Mobile may not be available in locations outside of Canada.



15. Language

RBC Express will be provided in French and English based on the language settings in RBC Express, or, when RBC Express is used with RBC Express Mobile, based on the language setting in the Electronic Channel. Where the language setting in an Electronic Channel is other than English or French, RBC Express will be provided in English when used with RBC Express Mobile and the Electronic Channel.