



Client Agreement – Client Card and Personal Identification Number

WHAT THIS AGREEMENT COVERS

This Agreement sets out the terms that apply when you use your RBC Royal Bank® Client Card together with your Personal Identification Number (PIN). It replaces all earlier Client Agreements – Card and Personal Identification Number. It also applies to any replacement Client Card we issue to you.

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

Selecting a PIN, signing, activating or using a Client Card means that you have received and read this Agreement and agree to its terms. You will use your Client 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.

TERMS USED IN THIS AGREEMENT

When this Agreement refers to “**you**” or “**your**”, it means the customer whose name is shown on the Client Card.

When this Agreement refers to “**we**”, “**our**” and “**us**”, it means Royal Bank of Canada and companies that are part of RBC® that may also issue a Client Card to you.

“**Account**” means a deposit or loan account with us that may be accessed using a Client Card with a PIN.

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

“**Client Card**” means your RBC Royal Bank Client Card, and any other card we indicate to be subject to this Agreement when we issue it to you. Client Card includes the card number when it is used with your PIN.

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

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

YOUR RIGHTS AND DUTIES AS A CUSTOMER USING YOUR CLIENT CARD AND PIN

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

- ▶ To pay for goods and services at a store or other merchant that has Point-of Sale (POS) or other designated debit card terminals that accept debit card payments.
- ▶ To make a cash withdrawal, a bill payment, a deposit, or to transfer funds from one account to another at a banking machine (ATM).
- ▶ To identify you when you are requesting a service from us or to authorize the transactions you do with us at our branches.

We will treat your PIN as your authorization whenever it is used with your Client Card and any instructions received or transactions done using your Client Card with your PIN will have the same legal effect as if you signed a written direction to us.

Your Electronic Access Agreement governs the use of your Client Card number with your RBC Royal Bank Online Banking password for Online Debit transactions.

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 Client Card and PIN.

Protecting the security of your Client Card and PIN is important. You agree to keep your PIN confidential and separate from your Client Card at all times. Select a PIN which cannot be easily guessed. PIN combination selected from your name, date of birth, telephone numbers, address or social insurance number 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 Client Card and your PIN in a way that enables them to be used together, you may be liable for their use of your Client Card. The Liability for Loss Section of this Agreement tells you when you are liable and when you are not.

PROTECTING YOUR CLIENT CARD AND PIN

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

- ▶ Always make sure that you can see your Client Card at all times when you are using it for a POS transaction.
- ▶ Keep your Client 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 any of our ATMs that allow you to make a PIN change, or at your branch or call us and we will deactivate your Client Card.
- ▶ Use your free hand or body to shield the entry of your PIN at ATMs and payment terminals.
- ▶ Always remember to take your Client Card and transaction record after a transaction is completed.
- ▶ 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 Client Card.
- ▶ If you must keep a written record of your PIN be sure it is kept separate from your Client 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 CLIENT CARD

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

You may contact us by calling our 24-hour toll-free number at 1-800 ROYAL® 1-2 (1-800-769-2512). If you are outside North America, you can call us collect at 506-864-2275.

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

SETTING LIMITS

We will set one or more limits that will apply to your use of your Client Card. 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 Client Card on any one day. We will tell you what your current limits are when we send your Client Card to you. Where possible, we will allow you to choose the limits that best meet your needs, within a range of applicable limits that we will set.

LIABILITY FOR LOSSES

You are responsible for all authorized use of a valid Client Card with your PIN.

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

- ▶ You authorize someone else to use your Client Card and your PIN;
- ▶ You make an entry error like pressing the wrong key at an ATM or POS terminal;
- ▶ You make fraudulent or worthless deposits or transfers;

You **are not** liable for Losses resulting from circumstances beyond your control, including situations where:

- ▶ The Losses result from technical problems, our errors or other system malfunctions;
- ▶ We were responsible for preventing unauthorized use of your Client Card and PIN such as where your Card has expired or has been cancelled;

Provided that you cooperate fully in any investigation that we, or the public authorities may conduct regarding such unauthorized use you **are not** liable for:

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

You **are** liable for losses, but **only** up to the total of the daily limits applicable to the transaction on which Losses occur if you contribute to someone else's unauthorized use of your Client Card.

You contribute to someone else's unauthorized use by:

- ▶ Voluntarily disclosing your PIN to someone else;
- ▶ Writing your PIN on or near your Client 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 Client Card (see Personal Identification Number section of this Agreement);
- ▶ Not telling us within a reasonable time when your Client Card is lost, stolen or misused or that you suspect that someone else is using your Client 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 Client Card and PIN.

YOUR LIABILITY MAY EXCEED ACCOUNT BALANCE

Your liability for losses may exceed your Account balance or available funds if the Account is a loan 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.

CANADIAN CODE OF PRACTICE FOR CONSUMER DEBIT CARD SERVICES

We voluntarily adhere to the Canadian Code of Practice for Consumer Debit Card Services and are committed to meeting the level of consumer protection it provides. For information about this Code of Practice, visit www.cba.ca.

VERIFICATION AND RECORDS

All use of your Client Card and PIN are subject to our verification and acceptance. This may take place on a date later than the date you use the Client Card and will affect when transactions become effective.

Our records showing the use of your Client Card and PIN and our determination of the details of that transaction, including our count and verification of the particulars of any Client 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 Client 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.

INTERPRETING AND ENFORCING THIS AGREEMENT

This Agreement will be interpreted in accordance with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where you reside 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 Client Card and PIN for a POS transaction. We are also not responsible for any problems you have with the Biller when you use your Client Card and PIN 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 Client Card and PIN 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 Client Card or you cannot use your Client Card with your PIN for any reason, including where we cancel or temporarily de-activate your Card or decline to authorize a transaction because we have detected activity in your account or the use of the Client 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

There are no service fees for a Client Card. Service fees applicable to transactions made using a Client Card and PIN are set out in your Client Agreement - Personal Deposit Account or other applicable Account Agreement. When you use your Client Card with your PIN you agree to pay any applicable service fee, including the service fees that may be imposed by any third party for using their ATM.

CONTACTING US ABOUT A PROBLEM

If you have any questions or concerns about this Agreement, please call us at 1-800 ROYAL® 1-1 (1-800-769-2511). 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. We also publish a brochure - "Straight Talk" about making a complaint - which explains that procedure. You may obtain a copy of this brochure at any of our branches or by calling the toll-free number shown above.

If you contact us to report an unauthorized transaction where Client Card and PIN have 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 at the RBC Website. If we send you a written notice we will write to the address shown in our records. If you use your Client Card and PIN after the effective date of a change, it will mean you accepted the changes.

ENDING THIS AGREEMENT

We may restrict your use of a Client Card together with your PIN or end this Agreement at any time without telling you if you contravene any part of this Agreement or we suspect that your Client Card is being used by someone else. 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 Client Card and PIN to do a withdrawal in a currency other than Canadian dollars made at an ATM outside Canada displaying the PLUS® system symbol, we will convert the amounts withdrawn and any associated charges imposed by any third party for the use of the ATM to Canadian dollars when we deduct the funds from your account. We will convert these amounts to Canadian dollars at our exchange rate which is 2.5% over the base rate set by Visa® International in effect at the time we post the transaction to your account. This rate may be different from the rate in effect for the date your ATM withdrawal occurred. The rate may be different from the rate in effect on the date of the transaction.

If the foreign transaction is a POS transaction at a store or other merchant in the United States, the conversion to Canadian dollars is done at an exchange rate 2.5% over the Interbank Spot Rate as defined by Acxsys Corporation in effect at the time of processing.

COLLECTION AND USE OF PERSONAL INFORMATION

COLLECTING YOUR PERSONAL INFORMATION

We (Royal Bank) 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 personal background;
- › information related to transactions arising from your relationship with and through us, and 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 behaviour 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, 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, 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 PERSONAL INFORMATION

This information may be used 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 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; 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 Canada, the service provider is bound by, and 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 persons.

We may also use this information and share it with RBC companies (i) to manage our risks and operations and those of RBC 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 let RBC companies know your choices under "Other uses of your personal information" for the sole purpose of honouring your choices.

If we have your social insurance 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 PERSONAL INFORMATION

- › We may use this 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 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 affiliates 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.

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 in this event, you will not be refused credit or other services just for that reason. We will respect your choice and, as mentioned above, we may share your choices with RBC companies for the sole purpose of honouring 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 in "Other uses of your personal information" you may do so now or at any time in the future by:

- › contacting your branch; or
- › calling us toll free at 1-800 Royal® 1-1 (1-800-769-2511).

OUR PRIVACY POLICIES

You may obtain more information about our privacy policies by asking for a copy of our "Straight Talk®" brochure about privacy, by calling us at the toll free number shown above or by visiting our website at www.rbc.com/privacy.

IN QUEBEC

Both of us, you and we have requested that this Agreement and any related documents, be written in English. Les parties à la présente convention, soit vous et nous, ont demandé que cette convention et tout document connexe soient rédigés en anglais.

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