



These are Service Materials for the corporate creditor bill payment service (the “**Service**”), and form part of the Master Client Agreement for Business Clients between Royal Bank and the Customer (referred to herein as the “**Corporate Creditor**”).

## 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 Condition also apply. In addition, for the purpose of this Service, the following defined terms will be used:

“**Business Day**” means any day, other than Saturday, Sunday or a statutory holiday, on which Royal Bank is open.

“**Corporate Creditor Identification Number**” or “**CCIN**” means the identification number issued by the CPA to the Corporate Creditor for the purpose of processing payments.

“**Creditor Enrollment Form**” means the corporate creditor bill payment service enrollment form required by Royal Bank from the Corporate Creditor prior to enrollment in the Service.

“**Electronic Data Interchange**” or “**EDI**” means the computer-to-computer electronic exchange of business documents in the format prescribed by the CPA Rules.

“**FI**” means financial institution.

“**Implementation Documents**” means the Creditor Enrollment Form and, if required, the Pre-Authorized Debit Agreement.

“**Intellectual Property**” means all licences, patents, trademarks, copyrights, industrial designs, software and other industrial or intellectual property used or proposed to be used in connection with the Service.

“**Invoice**” means any paper-based or electronically presented Document, including without limitation, a bill, invoice or any statement issued by the Corporate Creditor to its customers, as a request for payment.

“**Payment Date**” means the day on which the Payor delivers a Remittance Amount to its Payor FI subject to such Payor FI’s daily cut-off times for accepting payments.

“**Payor**” means a customer of the Corporate Creditor, or someone acting on his/her/its behalf that delivers a Remittance Amount to a Payor’s FI.

“**Payor Identifier Number**” means the number assigned by the Corporate Creditor to the account of the Payor used to identify the Payor to the Corporate Creditor.

“**Pre-Authorized Debit Agreement**” means the agreement referred to in Section 3.

“**Remittance**” means that portion, if any, of any Invoice that conforms to CPA Rules or the electronic data that is submitted to the Payor’s FI by the Payor along with payment and which itself becomes a credit item representing value when subsequently exchanged by the Payor’s FI.

“**Remittance Amount**” means the monetary amount, in Canadian dollars, submitted by the Payor in payment of an Invoice, transfer of funds or any other payment owed by the Payor to the Corporate Creditor.

“**Remittance Information**” means the information contained in the Remittance and any other data and information, agreed to, pursuant to the terms of these Service Materials.

## **2. Corporate Creditor Bill Payment Service**

Royal Bank is hereby designated as a Payor FI for the purpose of the Service. Royal Bank shall accept Remittance Amounts through telephone banking, on-line banking and any other Electronic Channel that Royal Bank or a third party bill payment provider may offer from time to time. Royal Bank shall remit all Remittance Amounts, in accordance with Section 5 below, to the Corporate Creditor, provided sufficient funds or credit are available to the Payor. For any CCIN that the Corporate Creditor utilizes when Royal Bank is acting as the Payee FI (as defined in the CPA Rules), it shall not enter into any other agreement for the Service provided hereunder using the same CCIN.

## **3. Fees and Charges**

The Corporate Creditor shall be solely responsible for all fees and expenses established by Royal Bank from time to time for or arising under or in connection with the Service. Royal Bank may automatically debit, by mechanical, electronic or manual means, the Corporate Creditor's account with Royal Bank or its account at another financial institution, on a monthly basis for such fees and expenses. At the request of Royal Bank, the Corporate Creditor shall execute and deliver Royal Bank's form of Pre-Authorized Debit Agreement. If the Corporate Creditor provides notice in writing to Royal Bank that it is terminating its Pre-Authorized Debit Agreement, Royal Bank may in its sole and absolute discretion terminate the Service by providing ninety (90) days' prior written notice to the Corporate Creditor. The Corporate Creditor shall pay all outstanding fees and expenses upon termination of the Service.

## **4. Payment Date**

- a. Royal Bank shall process all Remittance Amounts notwithstanding the date or amount of an Invoice, if any, provided by the Corporate Creditor.
- b. The Remittance Amount shall be deemed to have been paid on the Payment Date, notwithstanding the date the Corporate Creditor actually receives the Remittance Amount and Remittance Information from Royal Bank. Royal Bank shall not be responsible for any late charges, penalties or interest the Corporate Creditor may be entitled to charge the Payor based on their Payment Date and/or Remittance Amount.

## **5. Delivery Methods**

- a. Royal Bank is directed to deliver all Remittance Information to the Corporate Creditor, its financial institution or other Persons by way of EDI transmission, facsimile transmission or e-mail message or any other Electronic Channel that may be used by Royal Bank and as specified by the Corporate Creditor in the Creditor Enrollment Form. This data and information will include, without limitation, the Corporate Creditor's name, the Payor's name and Payor Identifier Number, the Remittance Amount, the Payment Date and may include the date the Remittance and Remittance Amount were received by Royal Bank. The Corporate Creditor is solely responsible to inform its financial institution, the Payors and other relevant Persons that it has instructed Royal Bank to send the Remittance Information and Remittance using the methods noted above.
- b. The Corporate Creditor shall use its CCIN provided to Royal Bank only in connection with the Remittances and shall not use it for any other purposes which does, or is likely to interfere with the processing of Remittances and any other payment items.
- c. Royal Bank will not be responsible for any unauthorized access to Remittance Amounts and Remittance Information or for any loss or damage suffered or incurred by the Corporate Creditor, its financial institution, the Payors or other relevant Persons with respect thereto, except where there has been negligence on the part of Royal Bank.

## **6. Reporting**

- a. The Corporate Creditor shall carefully review all Remittance Amounts and Remittance Information delivered by Royal Bank and, within five (5) Business Days of delivery thereof, the Corporate Creditor shall notify Royal Bank in writing of any errors or omissions with respect thereto including, without limitation, any invalid, incorrect or duplicate payments or Remittance Amounts or Remittance Information which the Corporate Creditor is unable to otherwise verify, any detail irregularities relating to the Remittance Amounts or Remittance Information (including invalid or incorrect Payor Identifier

Numbers), any problems reconciling the Remittance Amounts to deposits made to the Corporate Creditor's account. The Corporate Creditor shall promptly return to Royal Bank, in full without deduction, any amounts received by it in error.

- b. The Corporate Creditor authorizes Royal Bank to debit its account with Royal Bank or its account at another financial institution for amounts owing as a result of any errors or omissions or, in the alternative, Royal Bank shall have the right to deduct such amounts from the next remittance of Remittance Amounts to the Corporate Creditor.

## **7. Responsibility for Payors**

The Corporate Creditor shall be solely responsible for all enquiries, requests, questions, complaints, disputes and other issues from Payors and other Persons arising as a result of, or relating to, the Service.

## **8. Passwords**

The Corporate Creditor acknowledges and agrees that it, or any party that it provides service to, shall not ask its customers to disclose or provide to them, or any of its agents, their login id/passwords or other private information used to access their financial institution's online or telephone banking services. In the event that such information is requested from any customer, Royal Bank may, without prior notice, terminate this Service.

## **9. Intellectual Property**

Royal Bank is the sole owner or licensee of all Intellectual Property. Royal Bank and the licensor shall retain all ownership rights in such Intellectual Property. Royal Bank shall have no obligation to the Corporate Creditor for the infringement of any Intellectual Property, unless arising as a result of its negligence or willful misconduct. For greater certainty, the Corporate Creditor shall acquire no rights whatsoever related to the Intellectual Property and shall not copy, use or display the Intellectual Property in any manner whatsoever without the prior written consent of Royal Bank. The Corporate Creditor acknowledges that as part of this Service, Royal Bank will require a copy of its Invoice so as to facilitate enrollment and the Corporate Creditor hereby grants Royal Bank a license permitting use of the Invoice and any trademark or logo appearing on the said Invoice for the purpose of providing the Service.

## **10. Termination**

- a. In addition to its rights of termination under the Agreement, Royal Bank may, in its sole and absolute discretion and without prior written notice to any person, suspend for such period of time as it deems necessary or appropriate, the Corporate Creditor's use of this Service or terminate the Service in whole or in part if the Customer breaches these Service Materials or in the event of any of the following:
  - i. if the CCIN is revoked by the CPA pursuant to CPA Rules;
  - ii. if Royal Bank shall be unable for any reason to debit the Corporate Creditor's account for fees and charges or otherwise as contemplated in these Service Materials ;
  - iii. if twelve (12) months have elapsed without use of the Service; or
  - iv. the Corporate Creditor's use of the Service results in, or could reasonably be expected to result in, a breach of any agreement or obligation binding upon Royal Bank or any other Person affected by the Service.
- b. Upon notice of suspension from Royal Bank, Royal Bank may, in its sole discretion, refuse to enroll further Payor accounts in the Service. The Corporate Creditor shall be solely responsible for advising all of its Payors of any termination of this Service.

## **11. Notice**

Any notice to be given under these Service Materials shall be given, by delivering it to the primary contact named in the Creditor Enrollment Form at the address and through the means (email, facsimile or regular mail) indicated therein.