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## Pre-Authorized Debit (“PAD”) Terms and Conditions (the “Terms”)

Unless otherwise defined, all capitalized terms used in these Terms have the meanings given to them in Rule H1 (“Rule H1”) of Payments Canada (“PayCan”).

1. **Authority to Debit PAD Account.** You, as a primary or co-applicant cardholder of an RBC Royal Bank credit card account (“you” or “Payor”), authorize us (and any third party acting on our behalf) to debit your account at a Processing Member (the “PAD Account”) for the purpose of transferring funds from the PAD Account to Royal Bank of Canada (“RBC”, “we” or “us”) in the amount, and with the frequency of timing, and other instructions that you provide to us from time to time. The instructions you provide to us in this regard, along with these Terms, constitute your “Payor’s Authorization for Pre-Authorized Debits” in accordance with the requirements of the PayCan’s Rule H1.

2. **Waiver/Modification of Pre-notification/Confirmation Periods.** We may change the amount, source account or payment type of each PAD as a result of direct action on your part (such as, but not limited to, a telephone instruction or other remote means) requesting we change the amount, source account or payment type of the PAD.

You waive your right to receive pre-notification under Sections 15 and 16 of PayCan’s Rule H1, and you agree no advance notice will be provided to you in the event of a change in the amount or timing of a PAD. If applicable, you agree to reduce the Confirmation period to three (3) Calendar Days.

3. **Cancellation/Revocation.** You may notify us at any time that you wish to revoke your Payor’s Authorization for Pre-Authorized Debits and, provided that we have received such notice at least (five) 5 business days before your next scheduled payment, we will not process it.

You may obtain further information on your right to cancel or revoke your Payor’s Authorization for Pre-Authorized Debits by contacting us or by visiting [www.payments.ca](http://www.payments.ca). Notwithstanding the foregoing, your cancellation or revocation of your Payor’s Authorization for Pre-Authorized Debits does not terminate any other contracts or agreements that exist between you and us.

4. **Recourse/Reimbursement Statement.** You have certain recourse rights if any debit does not comply with your Payor’s Authorization for Pre-Authorized Debits. For example, you have the right to receive a reimbursement for any debit that is not authorized or is not consistent with your Payor’s Authorization for Pre-Authorized Debits. You may obtain more information on your reimbursement rights by contacting us at 1-800-769-2512 or by visiting [www.payments.ca](http://www.payments.ca).

A PAD may be disputed up to ninety (90) calendar days in the case of a Personal PAD if it is not drawn in accordance with your Payor’s Authorization for Pre-Authorized Debits, if it is revoked prior to the due date, or Pre-notification or Confirmation is not received by you when required according to PayCan’s Rule H1. A Reimbursement Claim can be made by filing a declaration at the branch of the PAD Account.

Unless you have expressly advised us otherwise, this Payor’s Authorization for Pre-Authorized Debits will be considered to be for your personal use, not for the use of a business. If it is in fact intended for the use of a business, please advise us accordingly.

5. **No Validation by Processing Member.** The Processing Member is not responsible for validating the terms of your Payor’s Authorization for Pre-Authorized Debits in respect of any PAD issued and drawn

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on the PAD Account. Until cancelled or revoked by you in writing to us in accordance with these Terms, we are authorized to withdraw the amounts you have specified from the PAD Account and credit it to us in accordance with your instructions.

**6. Authority.** You confirm your Payor's Authorization for Pre-Authorized Debits is duly Authorized by the valid authority for the PAD Account in accordance with applicable agreements with the Processing Member, and all persons whose signatures are required to authorize withdrawals has signed this Payor's Authorization for Pre-Authorized Debits. Furthermore, you agree that any PAD instructions you provide may only be made in respect of a PAD Account that is held in your name.

**7. Disclosure of Information.** You consent to the collection, use, and disclosure to third parties (including any third party acting on our behalf) of your information to the extent necessary to process any PAD.

**8. Contact Information.** Any notice, inquiry, request, or other communication required or permitted in connection with your Payor's Authorization for Pre-Authorized Debits must be in Writing and delivered in accordance with the contact information we have on record for you. Any such communication will be deemed to have been given in accordance with the agreement applicable to your credit card account. You agree to provide us with prior Written notice of any necessary changes in your contact information.

**9. Assignment and Enurement.** This Payor's Authorization for Pre-Authorized Debits: (i) may not be assigned by you without our prior Written consent; (ii) may be assigned by us, provided that we have provided you with prior Written notice and full details of the assignment, including the identity and contact information of the assignee; and (iii) binds and enures to benefit of RBC and the Payor, and their respective successors and permitted assigns.

**10. Governing Law and Language.** These Terms are exclusively governed by the laws of the Province or Territory in which the Account is located. The parties irrevocably submit to the exclusive jurisdiction of the courts of such Province or Territory with respect to all matters pertaining to these Terms.

The parties acknowledge that they have required that these Terms and all related documentation be drawn up in the English language. Les parties reconnaissent avoir demandé que la présente termes ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise.