

# Client Card Agreement

## What this Agreement covers

This Client Card Agreement (the "Agreement") sets out the terms that apply when you use your RBC Royal Bank® Client Card whether or not it is used together with your Personal Identification Number (PIN). It replaces all earlier Client Card Agreements. 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 and your PIN. It tells you about your rights and duties. You should read it carefully.

Selecting a PIN, or 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 an account with us that may be accessed using a Client Card.

"ATM" means Automated Teller Machine.

"Biller" means a utility, business or other party which has arranged with us to be a payee of bill payments using a Client Card.

"Client Card" means your RBC Royal Bank Client Card, commonly referred to as your debit card, and any other card we indicate to be subject to this Agreement when we issue it to you. Client Card includes the use of your Client Card number alone. It does not include the RBC Virtual Visa<sup>‡</sup> Debit Card.

"Loss" means any loss to you or to us that results from the unauthorized use of your Client Card, including any withdrawal or transfer of funds, any debit or other Account activity.

"PIN" means the confidential personal identification number you choose for your Client Card.

"POS" means Point-of Sale or the place where you purchase goods or services.

#### Your rights and duties as a customer using your Client Card

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 POS or other 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 an ATM.
- To help identify you when you are requesting a service from us.
- To authorize the transactions you do with us at our branches, and/or through our Telephone, Online and Mobile Banking services.

In addition to this Agreement, your Electronic Access Agreement governs the use of your Client Card number with your RBC Royal Bank Online Banking password for Online and Mobile transactions.

#### Personal identification number

Your PIN is a combination of numbers or letters, selected by you, for your use only. We will advise you how to select your PIN and how to change it. Your PIN is your electronic signature and identifies you as the authorized user of the Client Card. We will treat your PIN as your authorization whenever it is used with your Client Card, and any instructions received or transactions made using your Client Card with your PIN will have the same legal effect as if you signed for them. For certain transactions, we may allow you to use your Client Card without a PIN, in which case you will have the same rights and responsibilities as if you had used your Client Card with your PIN. We will advise you which services and Accounts you may access with your Client Card alone.

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. A 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 enabling 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 for taking 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.
- · Memorize your PIN. Don't write your PIN on your Client Card.
- If you must keep a written record of your PIN, be sure it is kept separately 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.

For added protection, it is a good idea to change your PIN from time to time. You can change your PIN at any RBC ATM. Or if you've forgotten your PIN, simply visit an RBC Royal Bank branch to have it reset

#### 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 may also report your Client Card lost or stolen through RBC Online Banking.

If you misplaced your Client Card, you should lock your card right away. You can lock your card through the RBC Mobile app and RBC Online Banking. This eliminates your worries of it getting misused and the hassle of cancelling your card. And unlocking is just as easy. You can lock your Client Card temporarily at any time.

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.

#### Travelling outside of Canada

When travelling outside of Canada you can make foreign currency withdrawals directly from your Account at ATMs displaying the PLUS‡ system logo. Please note that some ATMs outside of Canada may only accept a 4 digit numeric PIN. You should consider this when selecting your PIN.

#### Setting limits

We will set one or more limits that will apply to your use of your Client Card. We may change any of these limits or introduce new limits, with or without notice to you. 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 some of 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.

We reserve the right, at our discretion, to exceed any daily or transaction limits to complete transactions authorized by you. It is your responsibility to check your limits from time to time in Online Banking or by contacting us.

Some Client Card limits are:

- 1. Cash Withdrawal: This is your daily limit for cash withdrawals made through any RBC Royal Bank ATMs, ATMs displaying the Interac<sup>‡</sup> or PLUS symbol and any other banking machine networks to which RBC Royal Bank may belong. Where withdrawals are in a foreign currency, the Canadian dollar equivalent (established by RBC Royal Bank at the time of withdrawal) will be used in determining whether the withdrawal meets or exceeds your daily limit.
- 2. Instantly Available Funds: This is the daily amount from deposits you make at any RBC Royal Bank ATM or through Mobile Banking that is immediately available for transfer to other accounts, or to make Bill Payments, Third Party Payments, purchases or cash withdrawals. Regardless of your Release Amount, you may not exceed any of your other daily limits.
- Bill Payment: This is your limit for bill payments accepted through RBC Royal Bank ATMs, Online Banking, Mobile Banking and Telephone Banking services.
- 4. Point of Sale Purchases: This is your daily limit available for purchases made with your Client Card that you carry or have loaded onto a Mobile wallet.

## 5. Digital Payments & Transfers:

- · Interac e-Transfer
- Domestic Payment to another RBC Royal Bank client
- · RBC International Money Transfers
- · Other digital payment solutions
- Account transfers

#### Note:

**Deposit:** Deposits up to \$500,000 can be made to your deposit accounts through RBC Royal Bank ATMs or through Mobile Banking. Items deposited at ATMs or Mobile Banking are subject to verification and may not be available for up to 5 business days or any shorter period required by law. Immediate funds are available up to your Release Amount. Postdated cheques are not negotiable when deposited at ATMs or banking machines and may be returned, causing a delay in receiving credit.

**Transfer:** Transfers from your deposit accounts can be made through RBC Royal Bank ATMs, Online Banking, Mobile Banking and Telephone Banking services. Transfers are limited to the available balance in your Account.

**Bill Payment:** Up to \$99,999 for bills accepted through RBC Royal Bank ATMs, Online Banking, Mobile Banking and Telephone Banking services. No single payment may exceed this limit.

#### Interac Flash

This is a contactless feature added to your Client Card that allows you to make POS purchases or debit transactions at merchants in Canada that have an Interac Flash‡ enabled reader. The limits that apply to contactless POS transactions are posted on our website. For added security, every time you reach that limit, you will be asked to insert your Client Card and enter your PIN in order to complete the transaction. Similarly, if this is a contactless Mobile Interac Flash transaction using the Client Card in your Mobile wallet, you will need to enter your passcode. Upon successful completion of the transaction, the count on your contactless POS purchases or transactions with Interac Flash will be reset to zero.

#### Liability for losses

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

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

- · You authorize someone else to use your Client 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.

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, such as its use after

your Client Card has been reported lost or stolen or after it 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;
- 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 transaction withdrawal 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.

## 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 is 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 for a POS transaction. We are also not responsible for any problems you have with the Biller when you use your Client 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 for ensuring 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 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 for any reason, including where we cancel or temporarily de-activate your Client 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

Service fees for replacing a Client Card, and for transactions made using a Client Card or PIN, are set out in the agreement governing your Account. When you use your Client 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.

#### 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 – How to Make 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 your Client 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 posting a notice on 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 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 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 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 no later than the date we post the transaction to your Account at our exchange rate that is 2.5% over a benchmark rate set by Visa International, a subsidiary of Visa Inc., and which Royal Bank of Canada pays on the date of conversion. This rate may be different from the rate in effect for the date your ATM withdrawal occurred or 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

The Client Card enables you to access and use many of our products and services. When you access and use those products and services with your Client Card, the privacy provisions of the agreements governing those products and services also apply.

#### Language/Langue (Quebec residents only – Résidents du Québec seulement)

You acknowledge you were offered the choice to enter into the Agreement in French or English. You have selected to enter into the Agreement in English, after being provided with the French version. Therefore, you agree that the Agreement and any document related to it, including notices, will be in English only. Vous reconnaissez qu'on vous a offert le choix de conclure la convention en français ou en anglais. Vous avez choisi de conclure la convention en anglais, après avoir reçu la version française. Par conséquent, vous acceptez que la convention et tous les documents qui s'y rattachent, y compris les avis, soient en anglais seulement.