

Material differences between the HSBC Commercial Agreement and the RBC CCSM



If you currently have an HSBC Corporate Card Program, it means that you have signed the HSBC Commercial Mastercard® Agreement (F1032240 or F1032239) (“**HSBC Commercial Agreement**”) and that you will be migrated to the RBC Master Client Agreement for Business Clients (“**RBC MCA**”) and the RBC Royal Bank Commercial Credit Card Program Service Materials (“**RBC CCSM**”).

Changes to the HSBC Commercial Agreement also include those identified in the boxes below. Please note that we only focused on the material differences between the HSBC Commercial Agreement and the RBC CCSM. Some terms covered under the HSBC Commercial Agreement may be covered under the RBC MCA instead, so we suggest that you also read carefully the RBC MCA, which contains important terms applicable to you and the RBC Commercial Card Program.

The current wording of the HSBC Commercial Agreement appears in the left column and the revised wording of the RBC CCSM appears in the right column. Note that these are excerpts only.

Current wording in the HSBC Commercial Agreement	Revised wording in the RBC CCSM
<p>1. Definitions</p> <p>Agreement – this HSBC Commercial Mastercard® Agreement, together with the Program Terms and Fee Schedule, and any amendments and addenda hereto.</p>	<p>1. Definitions and Interpretation</p> <p>Preamble</p> <p>These Service Materials for the RBC Royal Bank® Commercial Card Program (“Commercial Card Program Service Materials”) form part of the Master Client Agreement for Business Clients (“Agreement”) between Royal Bank and the Customer and are supplementary to the Legal Terms and Conditions of the Agreement (“Legal Terms and Conditions”). (...)</p> <p>“Agreement” has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes these Commercial Card Program Service Materials, any Documents in relation to RBC NextLogic or the RBC NextLogic Services and the Liability Waiver Program Description that is provided to the Customer at the opening of Cardholder Accounts.</p>
<p>Loan Credit Limit – the maximum credit amount, which is a percentage of the Cardholder Credit Limit, which Client has authorized HSBC to make available to a Cardholder for the purposes of obtaining Loans on a Cardholder Account.</p> <p>Purchase Credit Limit – the maximum credit amount, which is a percentage of the Cardholder Credit Limit, which Client has authorized HSBC to make available to a Cardholder for the purposes of making Purchases on a Cardholder Account.</p>	<p>“Cardholder Account Credit Limit” means the maximum amount of Debt that can remain outstanding and unpaid on a Cardholder Account.</p>
<p>Portal(s) – the web-based user interfaces made available to Client from time to time for management of the Program (each, a “Portal”).</p>	<p>“RBC Express®” means an Internet-based transaction and information service offered by Royal Bank, designed specifically to meet the cash management needs of business clients.</p> <p>“RBC NextLogic” means the online tool provided by Visa (also referred to as “Visa Spend Clarity for Enterprise” and/or “Visa Payables Automation (VPA)”) which enables the Customer to self-manage its Commercial Card Program and allows Cardholders and Users to access information on the Account, including consulting and searching their transactions, and retrieving the Account Statements.</p>

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<p>Virtual Card – a one-time-use electronic code linked to a real card number that is generated by the Client using the Portal provided by HSBC for such purposes, to be provided by the Client to a Cardholder under the Program for the purpose of making a Purchase on the Account.</p>	<p>“Virtual Card Number” means a tokenized virtual credit card number that is generated by a VPA User from a specific VPA Account to pay a Supplier after a VPA User approves the Supplier payment details entered into Visa Payables Automation. Multiple Virtual Card Numbers can be generated from the same VPA Account.</p>
<p>Unaddressed</p>	<p>3. Express Consent</p> <p>(...)</p> <p>(...), the Customer confirms that the Customer (a) has read these Commercial Card Program Service Materials, (b) agrees to and accepts all of their terms, (c) consents to being provided with the Account(s) and the Card(s), and (d) is requesting the benefits and services that are automatically provided with the Commercial Card Product(s), effective as of the date that the Customer signs these Commercial Card Program Service Materials.</p> <p>It is the Customer’s responsibility to ensure that each Authorized Person receives a copy of these Commercial Card Program Service Materials and any replacements of, or amendments to, the Commercial Card Program Service Materials, as well as any notices that affect the use of the Cards or the Account(s). The Customer is also responsible for ensuring that all Cardholders comply with the Cardholder Agreement.</p>
<p>4. Card Design and Issuance.</p> <p>(a) Client may, from time to time, request HSBC to issue a Card for use by a prospective Cardholder. Such request will contain the name, address, date of birth and telephone number of the prospective Cardholder, the relationship of the prospective Cardholder to the Client, any security data requested by HSBC, any restrictions on use of the Card by the prospective Cardholder including, but not limited to, the proposed Cardholder Credit Limit, whether Cardholders will be restricted from making certain Purchases or subject to Loan Credit Limits and/or Purchase Credit Limits. (...)</p>	<p>2. Establishment of the Commercial Card Program</p> <p>(...)</p> <p>Once the Commercial Card Program is established (a) the Customer will create Cardholder Accounts through RBC NextLogic and Royal Bank will issue Physical Cards to Employees of the Customer designated by the Customer; and/or (b) Royal Bank will create VPA Account(s) through RBC NextLogic, which will enable VPA Users to generate Virtual Card Numbers to pay Suppliers. (...)</p>
<p>4. Card Design and Issuance.</p> <p>(...)</p> <p>(c) Client shall be solely liable to HSBC on all Cards and by its execution of this Agreement, Client agrees to be liable for all obligations arising under or in connection with all Cards issued to all Cardholders under this Agreement and each applicable Cardholder Agreement as if Client had executed each Cardholder Agreement.</p> <p>(...)</p>	<p>9.3. Liability for Debt</p> <p>Except as otherwise specifically set out in these Commercial Card Program Service Materials and as may otherwise be provided under the Liability Waiver Program, the Customer is ultimately liable for all Debt charged to each Cardholder Account and each VPA Account, including Debt resulting from transactions that are not for Eligible Purposes, no matter how it is incurred or who has incurred it, and even when the Customer selects Individual Billing and Royal Bank makes the Billing Statements available to the Cardholders and VPA Account Holders, and the Memo Statements available to the Customer.</p>
<p>Unaddressed</p>	<p>7.5 Currency Fluctuation</p> <p>The Card Facility Credit Limit, or the Total Credit Limit when applicable, is established in Canadian dollars for all Commercial Card Products and Business Card Products, even though some of these products are billed in U.S. dollars.</p> <p>If, at any time and for any reason, including daily currency fluctuations, the amount of any Account Credit Limit is exceeded when the U.S. dollar amount of Debt under any such Account Credit Limit is converted to the equivalent amount in Canadian dollars, the Customer shall immediately repay such excess to Royal Bank.</p>

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<p>12. Promise To Pay.</p> <p>(a) Client promises to pay HSBC, in CAD or USD funds, as applicable, the amount of the entire Account balance (including without limitation, all applicable interest and fees) specified on the billing statement by the payment due date indicated on the billing statement. Client shall be liable for all transactions made on the Account and agrees to pay HSBC according to the terms of this Agreement and the billing statements for all Purchases made and Loans obtained by Client, Cardholder, or any other person authorized by Client to use the Account or given access to the Account by Client. HSBC has the right to apply payments to the Account in such order as HSBC may determine in its sole discretion.</p> <p>(...)</p>	<p>9.2. Making Payments</p> <p>(...)</p> <p>(c) Minimum Payment</p> <p>(...), the Customer must, (...) make one Minimum Payment by the Payment Due Date (...), equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's and each VPA Account's New Balance, in order to keep the Cardholder Accounts and VPA Accounts (and thereby the Customer Account) up to date. (...)</p> <p>(...)</p> <p>Any past-due amount will be included in the Minimum Payment amount.</p> <p>The Customer must also pay any amount that exceeds an Account Credit Limit immediately, even though Royal Bank may not yet have sent a Billing Statement on which that excess appears.</p> <p>(...)</p> <p>(e) Payment Allocation</p> <p>When the Customer makes a payment, Royal Bank will apply the payment amount first to any interest, second to balances that have previously been billed, and third to the balance that has been billed on each Cardholder Account or VPA Account for the first time.</p> <p>If the Customer makes a payment which exceeds the New Balance, Royal Bank will apply any payment in excess of the New Balance to amounts that have not yet appeared on the Billing Statement in the same manner as set out above.</p> <p>Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and Fees, and the remainder to other Debt owing in the same manner as Royal Bank applies payments in excess of the Minimum Payment.</p> <p>(...)</p> <p>9.3. Liability for Debt</p> <p>Except as otherwise specifically set out in these Commercial Card Program Service Materials and as may otherwise be provided under the Liability Waiver Program, the Customer is ultimately liable for all Debt charged to each Cardholder Account and each VPA Account, including Debt resulting from transactions that are not for Eligible Purposes, no matter how it is incurred or who has incurred it, and even when the Customer selects Individual Billing and Royal Bank makes the Billing Statements available to the Cardholders and VPA Account Holders, and the Memo Statements available to the Customer.</p>
<p>16. Liability (F1032239)</p> <p>17. Liability (F1032240)</p> <p>(...)</p> <p>(c) In the event of any suspected errors regarding a transaction, Client shall give notice to HSBC of all known details, including the Account, Card or Cardholder Account involved, applicable reference numbers and a description of the suspected error. Such notice must be received by HSBC within sixty (60) days of the date of the statement on which the suspected error first appeared. HSBC will investigate the suspected error and notify Client whether the charge will be removed from the statement.</p>	<p>8.3. Account Statements, Verification and Disputes</p> <p>(...)</p> <p>(...) The Relevant Party will notify Royal Bank of any error, omission or objection to an Account Statement, or to an entry or balance recorded on it, within thirty (30) days from the Statement Date indicated on that Account Statement.</p> <p>If the Relevant Party does not notify Royal Bank as required, Royal Bank is entitled to treat the Account Statement entries and balances as complete, correct and binding on the Customer, and Royal Bank will be released from all claims by the Customer in respect of those Account Statement, entries and balances.</p>

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<p>20. Remedies; Termination (F1032239)</p> <p>21. Remedies; Termination (F1032240)</p> <p>(...)</p> <p>(b) In addition, HSBC may terminate the Account and this Agreement, and revoke all Cards issued to the Client and all individual Cardholders, in its sole discretion, (i) at any time, for any reason, by providing thirty (30) days prior written notice of termination to Client, or (ii) at any time, with or without notice, for the purpose of complying with applicable laws, regulations, rules and internal policies (including compliance obligations relating to the detection, investigation and prevention of financial crime or criminal activity).</p>	<p>16. Termination of the Commercial Card Program Service Materials</p> <p>In addition to any other rights to terminate the Agreement or Services set forth in the Legal Terms and Conditions, Royal Bank or the Customer may terminate the Commercial Card Program and these Commercial Card Program Service Materials, at any time, by giving the other a written notice at least sixty (60) days prior to the effective date of termination, or as otherwise mutually agreed to in writing by the parties. For greater certainty, termination of the Commercial Card Program and these Commercial Card Program Service Materials will result in termination of all related Services, including all Cards and RBC NextLogic Services.</p>
<p>23. Interest Rate And Calculation (F1032239)</p> <p>24. Interest Rate And Calculation (F1032240)</p> <p>(a) In the event the balance on the Account or any Cardholder Account is not paid in full by the payment due date indicated on the billing statement, interest will be charged on the unpaid amount at an annual interest rate disclosed in the Program Terms and Fee Schedule or any amendments thereto. Interest accrues daily and is calculated by applying the daily periodic rate to the unpaid balance each day. Interest is calculated on the basis of a year of 365 days. Interest is charged to the Account and Cardholder Accounts monthly and will appear on the billing statement.</p>	<p>11. Fees and Charges</p> <p>11.1. Interest Rates and Charges</p> <p>(...)</p> <p>If the Customer does not pay an Account's New Balance in full on or before the Payment Due Date, the Customer will lose the interest-free status for Purchases and Fees. If this happens, the Customer must pay interest on all Purchases and Fees indicated on that month's Billing Statement, as well as interest on all new Purchases and new Fees.</p> <p>Interest is calculated from the transaction date until the day Royal Bank posts a payment for the total amount owing. To regain the interest-free status on Purchases and Fees, the Customer must pay the Account's New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date the payment in full of the New Balance is received will appear on the next month's Billing Statement.</p> <p>Cash Advances never benefit from an interest-free Grace Period. This means that interest is charged from the transaction date.</p> <p>Royal Bank calculates interest daily; however it only adds it to the Account monthly. The amount of interest Royal Bank charges on an Account is calculated as follows:</p> <p>(a) Royal Bank adds the amount the Customer owes each day, and divides that total by the number of days in the Billing Statement period. This is the average daily balance; and</p> <p>(b) Royal Bank multiplies the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing it by the number of days in the year). Royal Bank then multiplies this value by the total number of days in the Billing Statement period to determine the interest Royal Bank charges. If there is more than one applicable Interest Rate, Royal Bank calculates the amount of interest the Customer owes based on the average daily balances that apply to each Interest Rate. Each Billing Statement will indicate the Minimum Payment, Payment Due Date, transaction and posting dates, and Interest Rates.</p> <p>(...)</p>

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<p>26. Entire Agreement; Amendments (F1032239)</p> <p>27. Entire Agreement; Amendments (F1032240)</p> <p>(...)</p> <p>(b) This Agreement may not be amended orally or by any course of conduct. HSBC may amend this Agreement at any time by mailing or delivering (including by electronic means) written notice of amendment to the Client. The notice shall specify the effective date of the amendment, which date shall be at least thirty (30) days after the date the notice is mailed or delivered by HSBC to the Client if the change results in an increase in the interest rate.</p> <p>9. Program Terms and Fee Schedule</p> <p>(...) HSBC reserves the right to amend the Program fees set out in the Program Terms and Fee Schedule from time to time upon thirty (30) days prior written notice to Client.</p>	<p>15. Amendments</p> <p>15.1. Amendments to the Commercial Card Program Service Materials by Royal Bank</p> <p>Royal Bank may amend, supplement, restate, or otherwise change these Commercial Card Program Service Materials at any time. If Royal Bank does make a change that it considers to be a material change, in its absolute discretion, such as changing the Interest Rates or the Fees applicable to the Commercial Card Products, Royal Bank will notify the Customer at least thirty (30) days before the change takes effect by giving the Customer notice of the change(s) in any one or more of the following way(s): by (a) posting a notice in the “Announcement” section of RBC NextLogic, (b) sending the Customer a notice by mail; (c) adding a message on the Account Statement(s); (d) posting a notice in all of Royal Bank’s branches; (e) displaying a notice at Royal Bank’s ATMs; or (f) posting a notice on Royal Bank’s website and/or digital channels. If Royal Bank sends the Customer a notice by mail, it will be directed to the Customer’s address last appearing on our records and such notice will be deemed sufficient for the Customer, Cardholders and VPA Users.</p> <p>If any affected Service is used or any Debt remains unpaid after the effective date of a change, it will mean that the Customer is deemed to have agreed and consented to the change. If any change is not acceptable to the Customer, the Customer must immediately stop using the affected Services and contact Royal Bank for assistance.</p> <p>The Customer agrees to be bound by the latest version of these Commercial Card Program Service Materials made available from time to time on Royal Bank’s website, or otherwise provided to the Customer. The Customer agrees to regularly review these, and to review any notice of change outlined above.</p>
<p>27. Foreign Exchange (F1032239)</p> <p>28. Foreign Exchange (F1032240)</p> <p>Purchases and Loans made with a Card in a currency other than the Billing Currency will be converted to the Billing Currency amount at an exchange rate in effect on the date the conversion takes place. The exchange rate used for currency conversions is determined by Mastercard. In addition, for each foreign currency transaction, Client will be subject to the Currency Conversion Fee set out in the Program Terms and Fee Schedule. The billing statement will reflect the transaction in the Billing Currency.</p> <p>Foreign Exchange Conversion Fee: 2.5%</p>	<p>11.5. Foreign Currency Conversion</p> <p>Except for the Commercial U.S. Dollar Card, which is billed in U.S. dollars, all transactions indicated on an Account Statement are billed in Canadian dollars. The exchange rate indicated on an Account Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to the Cardholder Account or the VPA Account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at visa.com/exchange. If interest is being charged to the Cardholder Account or the VPA Account, it will also be charged on the full value of foreign purchases, as determined by our exchange rate. For Commercial U.S. Dollar Cards, transactions are indicated in U.S. dollars, and the same principles will apply if an amount is charged in a currency other than U.S. dollars. For any questions, please contact Royal Bank.</p>

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<p>36. Exchange of Information (F1032239)</p> <p>37. Exchange of Information (F1032240)</p> <p>Personal Information about an individual Cardholder required under Section Account, Cardholder employment status and location, and any other related Cardholder information (including detailed information about the particulars of charges incurred by use of a Card and an itemized account of the components of a Cardholder's credit card transactions) will be collected and used for purposes of operating and administering the Program and such information may be exchanged between, amongst others, HSBC, any of its Affiliates, any applicable authorities, third party service providers or agents and Client. Such information may also be collected, used or disclosed for the purpose of complying with applicable laws, regulations, rules and internal policies (including compliance obligations relating to the detection, investigation and prevention of financial crime or criminal activity), for the purpose of conducting internal operations as well as for general marketing or promotion purposes. Client hereby agrees that it has obtained or will obtain the express consent of each person, including any and all Cardholders, to the collection, use and disclosure of Personal Information as contemplated in this Agreement and further agrees to obtain from each proposed Cardholder the information required by HSBC in connection with the Client Enrollment Workbook. Client also agrees to collect, on HSBC's behalf, from each actual or proposed Cardholder, such information and documents that HSBC may request from time to time, and to provide such information and documents to HSBC at such time and in such format as HSBC may request. Client acknowledges that, along with the Card, a Cardholder Agreement, a Program guide, insurance certificate and other inserts designed to facilitate Card activation and use by the Cardholder will be sent to Cardholders by HSBC or provided to the Program Administrator for delivery to the Cardholder following Card issuance.</p>	<p>10. Collection, Use and Disclosure of Information</p> <p>This section supplements the terms and conditions pertaining to the collection, use and disclosure of the Customer's information set forth in the Legal Terms and Conditions.</p> <p>The Customer will, prior to requesting the issuance of a Physical Card for an Employee of the Customer, or prior to the opening of a VPA Account in the name of a VPA Account Holder, obtain the following information with respect to each such Employee of the Customer or VPA Account Holder: the legal first and last names, date of birth, personal home address and personal telephone number. The Customer must keep this information for at least seven (7) years after a Cardholder Account and/or a VPA Account has been closed and must provide it to Royal Bank, upon request, within thirty (30) days.</p> <p>Royal Bank will, prior to issuing a Physical Card to an Employee of the Customer, or prior to opening a VPA Account in the name of a VPA Account Holder, only obtain and keep the following information with respect to each such Employee of the Customer or VPA Account Holder: the legal first and last names, business address, business email address, business phone number and employee identification number. However, in certain circumstances, Royal Bank may require the Customer to obtain such additional information or documentation as Royal Bank may require to verify the identity of an Employee of the Customer or a VPA Account Holder, at a level sufficient to allow Royal Bank to issue a Physical Card to such Employee of the Customer or open a VPA Account in the name of such VPA Account Holder.</p> <p>Even though a Physical Card is issued to a Cardholder and a VPA Account is opened in the name of a VPA Account Holder at the Customer's request, Royal Bank's primary business relationship is with the Customer. Royal Bank will not ascertain the personal creditworthiness of any Cardholder or VPA Account Holder by obtaining credit bureau reports on them, either at the time a Cardholder Account or a VPA Account is opened or periodically thereafter. Royal Bank may however make other inquiries or checks about them as required by Applicable Law, such as law related to the prevention of money laundering and funding of terrorism.</p> <p>Except as otherwise specified in this Agreement, Royal Bank will not communicate with Cardholders or VPA Account Holders directly and will not send Cardholders or VPA Account Holders any marketing, promotion or offer. However, for Cardholders or VPA Account Holders who are participants in the Avion program, Royal Bank may communicate with these Cardholders or VPA Account Holders if they have provided consent and their email address for that purpose.</p> <p>The Customer consents to Royal Bank processing and analyzing information about how the Customer uses its Customer Account(s), how Cardholders use their Cardholder Account and how VPA Users use the VPA Account(s) to develop reports that may be made available to the Customer. Royal Bank will remain the owner of such information and reports and retain such information for so long as is appropriate for the purposes of these Commercial Card Program Service Materials, or at a minimum, as required by Applicable Law.</p> <p>The Customer may request and receive reports from time to time, whether through RBC NextLogic Services or not, or otherwise have access to data and information pertaining to individual transactions and activities of Cardholders, VPA Account Holders and Users.</p>

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	<p>The Customer will, as part of the Commercial Card Program, notify Cardholders, VPA Account Holders and Users, and obtain any required consent from each Cardholder, VPA Account Holder and User, in accordance with Applicable Laws, to the collection, use and disclosure of such data and information, including to RBC NextLogic Services, to Royal Bank, to the Customer and to other third parties.</p> <p>Royal Bank may provide information related to amounts charged to a Cardholder Account or to a VPA Account to selected merchants and Suppliers used by the Cardholder, VPA Account Holder or VPA User, when requested by such merchants and Suppliers to analyze business trends, Customer needs and generally for marketing purposes. Royal Bank will ensure that the provision of such data will be in a format non-attributable to the Cardholder, VPA Account Holder, VPA Users or the Customer.</p>
Unaddressed	<p>12. Communication Between You and Us</p> <p>12.1. Delivery of Account Documentation</p> <p>Any Account Documentation, including Account Statements, notices and disclosures, may be delivered using one or more means of communication, which may include (a) delivery in paper form, (b) delivery in electronic form using any Electronic Channel, or (c) posting on Royal Bank’s website.</p> <p>If we have important announcements to make, or important information to communicate to you, about your Account(s) and/ or your Business Card Product(s), we will normally do so by adding a message to the Account Statement(s). Each month, when you receive your Account Statement(s), you will look for these messages and read them carefully, where applicable</p>
Unaddressed	<p>13. Unauthorized Transactions</p> <p>13.1. Lost, Stolen, Unreceived or Intercepted Cards</p> <p>(a) Applicable to Physical Cards</p> <p>If (i) a Physical Card is lost, stolen or has never been received by the Cardholder after it has been requested by the Customer or the Cardholder, (ii) the Cardholder suspects that their Physical Card is missing, or (iii) the Cardholder suspects that someone else may know their Personal Authentication Information or other Security Devices, the Cardholder must inform Royal Bank immediately.</p> <p>If a Program Administrator or the Cardholder suspects that the Physical Card or the Physical Card Information is being used by a Person other than the Cardholder, the Program Administrator or the Cardholder must inform Royal Bank immediately.</p> <p>Once any of the above events have been reported to Royal Bank, Royal Bank will be able to prevent the use of the Physical Card, Physical Card Information and Personal Authentication Information, and the Customer will not be liable for any unauthorized use following the receipt of such report.</p> <p>Also, if Royal Bank suspects unauthorized or fraudulent use of a Physical Card or the associated Physical Card Information, Royal Bank may block the Physical Card and prevent the use of the associated Physical Card Information without prior notice to the Cardholder.</p>

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	<p>(b) Applicable to Virtual Card Numbers</p> <p>If (i) a Virtual Card Number is lost, stolen or has never been received by the Supplier after it has been generated by the VPA User, (ii) the VPA User suspects that the Virtual Card Number has been intercepted and/or is being used by a Person other than the Supplier, or (iii) the VPA User suspects that someone else may know the VPA User's Security Questions and Answers (other than the relevant Supplier) or other Security Devices, the VPA User must cancel the Virtual Card Number in Visa Payables Automation immediately, and inform Royal Bank as soon as possible.</p> <p>Also, if Royal Bank suspects fraudulent use of a VPA Account or the unauthorized generation of Virtual Card Numbers, Royal Bank may cancel or block the Virtual Card Number and prevent its use without prior notice to the VPA User.</p> <p>Once the Virtual Card Number has been cancelled or blocked, the Customer will not be liable for any unauthorized use following such cancellation or blockage.</p> <p>13.2. Fraudulent Transactions with a Card</p> <p>(a) Applicable to Physical Cards</p> <p>For the purposes of this provision, "unauthorized use" of a Physical Card, Physical Card Information and/or Personal Authentication Information means use by a Person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and which does not benefit the Customer or the Cardholder.</p> <p>If a Physical Card, Physical Card Information and/or Personal Authentication Information is used in an unauthorized manner, the Customer will not be liable for those unauthorized charges provided that (i) the Cardholder is able to establish, to the reasonable satisfaction of Royal Bank, that the Cardholder has taken reasonable steps to protect their Physical Card against loss or theft and to safeguard their Physical Card Information and/or Personal Authentication Information in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise Cardholders from time to time; and (ii) the Cardholder fully cooperates with Royal Bank's investigation.</p> <p>However, the Customer will remain fully liable for all Debt incurred in connection with an unauthorized use of the Physical Card or the Physical Card Information if (i) the Cardholder contributed to the unauthorized or fraudulent use of the Physical Card or the Physical Card Information, or otherwise permitted access to the Cardholder Account, (ii) the Cardholder voluntarily disclosed their Personal Authentication Information or other Security Devices, (iii) the Cardholder failed to inform Royal Bank promptly that their Physical Card has been lost, stolen or remained unreceived, that the Cardholder suspected that their Physical Card was missing, or that the Cardholder suspected that someone else may have known their Personal Authentication Information or other Security Devices, (iv) the Program Administrator or the Cardholder failed to inform Royal Bank promptly that they suspected that the Physical Card or the Physical Card Information was being used by a Person other than the Cardholder, or (v) the Cardholder allowed any other Person to use their Physical Card or their Physical Card Information.</p>

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	<p>(b) Applicable to Virtual Card Numbers</p> <p>For the purposes of this provision, “unauthorized generation or use” of a Virtual Card Number means generation of a Virtual Card Number by a Person, other than the VPA User, or use of a Virtual Card Number by a Person other than the Supplier to whom a Virtual Card Number has been issued, who does not have actual, implied or apparent authority for such generation or use, and which does not benefit the Customer, the VPA User or the Supplier.</p> <p>If a VPA Account is used in an unauthorized manner, such as if someone generates or uses a Virtual Card Number to make unauthorized Purchases or otherwise obtain the benefits of a Virtual Card Number or the VPA Account, the Customer will not be liable for those unauthorized Purchases provided that (i) the VPA User is able to establish, to the reasonable satisfaction of Royal Bank, that the VPA User has taken reasonable steps to protect the VPA Account and the Virtual Card Number(s) against unauthorized generation or use and to safeguard the Security Questions and Answers and other Security Devices in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise VPA Users from time to time; and (ii) the VPA User fully cooperates with Royal Bank’s investigation.</p> <p>However, the Customer will remain fully liable for all Debt incurred in connection with an unauthorized generation or use of a Virtual Card Number if the VPA User (i) contributed to the unauthorized or fraudulent generation or use of the Virtual Card Number, or otherwise permitted access to the VPA Account, (ii) voluntarily disclosed the Security Questions and Answers (other than to the relevant Supplier) or other Security Devices, (iii) failed to cancel the Virtual Card Number or to inform Royal Bank promptly after suspecting that the Virtual Card Number has been lost or stolen, or that it remained unreceived by the Supplier, (iv) failed to cancel the Virtual Card Number or to inform Royal Bank promptly after suspecting that the Virtual Card Number has been intercepted and/or was being used by a Person other than the Supplier, or after suspecting that someone else may have known the VPA User’s Security Questions and Answers (other than the relevant Supplier) or other Security Devices, or (vi) allowed any other Person to generate or use the Virtual Card Number.</p> <p>13.3. Unauthorized Charges by Cardholders</p> <p>The Customer may request Royal Bank to waive, in accordance with the Liability Waiver Program, the Customer’s liability for certain Unauthorized Charges posted to a Cardholder Account by a Cardholder, as set out in the Liability Waiver Program Description.</p> <p>Notwithstanding the foregoing, the Customer understands that if Individual Billing has been selected, any payments made by cheque to a Cardholder Account by a Cardholder, followed by a withdrawal by the Cardholder before such cheque gets refused by the Cardholder’s financial institution, are not covered by the Liability Waiver Program.</p> <p>The Customer will abide by the provisions of the Liability Waiver Program Description, in effect from time to time.</p> <p>For clarity, the Liability Waiver Program is not available for VPA Accounts and VPA Users.</p>

Current wording in the HSBC Commercial Agreement	Revised wording in the RBC CCSM
Unaddressed	<p>14. Loyalty Programs</p> <p>14.1. Avion Rewards Program</p> <p>If the Commercial Card Product earns Avion points, which can be redeemed for merchandise, travel and other rewards, the Customer acknowledges that the Relevant Party's participation in the "Avion Rewards program" is subject to the Avion Rewards Terms and Conditions, which are available for review at www.avionrewards.com. Paper copies are available upon request by contacting Royal Bank using the contact information indicated on the Account Statements.</p> <p>14.2. RBC Cash Back Program</p> <p>If the Commercial Card Product earns the Customer a certain percentage of the total amount of eligible net Purchases charged to the Customer Account annually, the Customer acknowledges that the Customer's participation in the "Cash Back program" is subject to the RBC Cash Back Terms and Conditions, which are available for review at www.rbcroyalbank.com/credit-cards/documentation.html. Paper copies are available upon request by contacting Royal Bank using the contact information indicated on the Account Statements.</p>

