

Material differences between the HSBC Cardholder Agreement and the RBC Commercial Credit Card Agreement



Changes to your HSBC Commercial Mastercard® Cardholder Agreement (“**HSBC Cardholder Agreement**”) include those identified in the boxes below. Please note that we only focused on the material differences between the HSBC Cardholder Agreement and the RBC Royal Bank Commercial Credit Card Cardholder Agreement (“**RBC Commercial Credit Card Agreement**”).

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

Current wording in the HSBC Cardholder Agreement	Revised wording in the RBC Commercial Credit Card Agreement
<p>1. About the words we use in this Agreement</p>	<p>1. Definitions and Interpretation</p>
<p>Unaddressed</p>	<p>“RBC NextLogic” means the online tool provided by Visa (also referred to as “Visa IntelliLink Spend Management”) which enables the Employer to self-manage its Commercial Card Program and allows Cardholders to access information on the Account, including consulting and searching their transactions, and retrieving the Account Statements.</p>
<p>2. Card Use (...) The Account and the Card may only be used by you, and you will not authorize or permit any other person to use the Card. You may not use the Card or Account for any illegal, improper or unlawful purpose. We reserve the right to refuse to authorize certain types of Transactions as determined by us.</p> <p>3. Purpose You must not use your Card for any personal, family or household purposes, but only in connection with the Business or your employment with the Business. The Card or the Account must only be used for Purchases or Cash Advances for business purposes and as permitted by the Business.</p>	<p>2. Card and Account Use (...) The Card and the Account can only be used by you and should only be used for an Eligible Purpose, in accordance with the Employer’s internal policies, including (a) to make Purchases, whether you buy in person, over the phone, using the Internet or by mail order; (b) to make cash withdrawals, which constitute Cash Advances, at one of Royal Bank’s branches, at another financial institution or at an ATM; or (c) for other purposes that we may authorize from time to time.</p> <p>(...) You agree that the Card and the Account will not be used for gambling, online gaming, illicit drug transactions, or any other unlawful purpose. We may refuse to authorize certain types of transactions at our discretion. The Employer may also impose restrictions on all aspects of the use of the Card, including usage restriction to selected merchant category code groups.</p>

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<p>4. Lost or Stolen Cards</p> <p>You understand that your Card must be maintained by you with the highest level of security and agree to the safeguarding of the Card and the PIN, if any, issued to you. You will inform us immediately of any actual or suspected loss, theft or unauthorized use of your Card, your PIN or the Account number.</p>	<p>12. Unauthorized Transactions</p> <p>If a Card is lost, stolen or has never been received by you after it has been requested by the Employer, or if you suspect the Card is lost or stolen or being misused, you must inform Royal Bank immediately using the contact information indicated on the Account Statements or calling the number indicated on the back of the Card (1-888 ROYAL 3-4). You must also inform the Program Administrator immediately.</p> <p>After Royal Bank has been informed that the Card has been or may have been lost, stolen, misused, or the Card remains unreceived, Royal Bank will be able to prevent the use of the Card and Card number.</p> <p>If we suspect unauthorized or fraudulent use of the Card or Card number, the use of the Card can be blocked or prevented without notice to you.</p> <p>If a Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Card. You must also select a different PIN for the replacement Card.</p>
<p>5. PINS and Passwords</p> <p>We will allow you to create your own 4 digit PIN. When you create your PIN, select a number that cannot be easily discovered or guessed. Only you are allowed to use your PIN. You must keep your PIN strictly confidential. You must also keep your PIN separate from your Card at all times. You must also keep strictly confidential and not share any other security codes, access codes or passwords that are connected to your Card. This includes any codes or passwords that may be used or required to access the Account or to make a Transaction. You must keep all of these codes and passwords separate from your Card. If your Card or the Account is used together with your PIN (or any other security code) to make a Purchase or Cash Advance, these Transactions will be deemed to be authorized by you.</p>	<p>5. PIN and Other Security Features</p> <p>You must protect the security of the Card and the Account at all times. When you receive the Card, you will be prompted to select a PIN. In the documentation accompanying the Card, Royal Bank will explain to you how to select your PIN and how to change it. Royal Bank will treat your PIN as your authorization whenever it is used with the Card. Any transactions done using the Card with the PIN will have the same legal effect as if you have signed a sales draft.</p> <p>To prevent misuse of the Card, you must ensure that you:</p> <ul style="list-style-type: none"> • sign the Card in ink as soon as it is received; • keep the Card secure at all times; • regularly check that you still have the Card in your possession; • do not let anyone else use the Card; • ensure that you retrieve the Card after using it; and • never give out the Card details, such as the CVV number (the 3-digit number in reverse italics on the back of the Card), except when using the Card in accordance with this Agreement. <p>To protect your PIN, you must ensure that you:</p> <ul style="list-style-type: none"> • select a PIN which cannot be easily guessed; • do not select a PIN using a combination of your name, date of birth, telephone numbers, address or social insurance numbers; • take care to prevent anyone else seeing your PIN when you are selecting it or changing it, over the phone or through an ATM; • memorize your PIN; • do not write your PIN on the Card; • do not keep a record of your PIN with or near the Card or Account details; • do not tell your PIN to anyone; and • take care to prevent anyone else from seeing your PIN when entering it into an ATM or other electronic device. <p>No one but you is permitted to know or use your PIN or any other security codes such as passwords, access codes and Card numbers that may be used or required for Internet or other transactions. You will keep these security codes confidential and separate as well.</p>

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Unaddressed	<p>9. Credit</p> <p>(...)</p> <p>You agree that you will not resell or return for a cash refund any goods, tickets, or services obtained with the Card. However, you may return an item to a merchant honouring the Card for credit to the Account if that merchant permits such return.</p>
Unaddressed	<p>13. Account Statements, Verification and Disputes</p> <p>Each month, you will be given access to or provided with either a Memo Statement or a Billing Statement, depending on the billing type the Employer has selected.</p> <p>Royal Bank will make the Account Statements available electronically, through RBC NextLogic. The Account Statements will remain available to you in RBC NextLogic for consultation and printing at no charge for six (6) months following the Statement Date. They may also be retrieved after six (6) months, and/ or be provided in paper format upon request to the Program Administrator, for a Fee. Account Statements are also available in other alternative formats for accessibility purposes, upon request. Please contact the Program Administrator for more information.</p> <p>(...)</p> <p>Each month, you will be responsible for ensuring that you have promptly examined the Account Statement and each transaction, Interest Rate, charge and Fee recorded on it. You will notify Royal Bank of any error, omission or objection to the Account Statement, or to an entry or balance recorded on it, within thirty (30) days from the Statement Date shown on that Account Statement.</p>

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Unaddressed	<p>15. Payments</p> <p>15.1. Liability for the Debt</p> <p>The Employer is liable for all Debt charged to the Account. You, the Cardholder, are not liable for any Debt charged to the Account.</p> <p>15.2. Responsibility for Making Payments</p> <p>(a) Corporate Billing: If the Employer has selected “Corporate Billing” as the billing type, you will receive a Memo Statement each month. You will be responsible for ensuring that you have promptly examined the Account Statement and each transaction recorded on it and that there is no error, in accordance with the “Account Statements, Verification and Disputes” section of this Agreement (...)</p> <p>(b) Individual Billing: If the Employer has selected “Individual Billing” as the billing type, you will receive a Billing Statement each month. (...)</p> <p>All payments must be made in accordance with the instructions indicated at www.rbc.com/payments and in accordance with the Employer’s policy for such payments.</p> <p>i. When to Make a Payment A payment on the Account must be made by the Payment Due Date shown on each Billing Statement. (...)</p> <p>ii. Minimum Payment The Minimum Payment amount will be shown on each Billing Statement. Any past-due amounts will be included in the Minimum Payment amount. Any amount that exceeds the Account Credit Limit must be paid immediately, even though Royal Bank may not yet have sent a Billing Statement on which that excess appears. (...)</p> <p>iii. No Over Payment You are not permitted to make a payment on the Account exceeding the Account Credit Limit, unless the Debt at the time of the payment is more than the Account Credit Limit. (...)</p> <p>iv. Pre-Authorized Bill Payments If pre-authorized bill payments have been set up on the Account, and you wish to discontinue any pre-authorized bill payment, you must contact the merchant in writing and then check a subsequent Billing Statement to ensure that the payments have, in fact, stopped. (...)</p>
Unaddressed	<p>16. RBC NextLogic</p> <p>As part of the Commercial Card Program, Royal Bank offers the Employer and Cardholders access to RBC NextLogic and its services, on certain terms and conditions. You will have to access RBC NextLogic to consult and review transactions on the Account and to retrieve the Account Statement each month.</p> <p>Upon your first log-in to RBC NextLogic, and from time to time thereafter when prompted by Visa, you will be asked to read the Terms of Use and agree with them. If you do not agree with such Terms of Use, you will not be able to access RBC NextLogic and use the RBC NextLogic services.</p> <p>(...)</p>

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<p>Unaddressed</p>	<p>15.1. RBC Rewards Program (now Avion Rewards)</p> <p>If your Commercial Card earns RBC Rewards® points (now Avion points), which can be redeemed for merchandise, travel and other rewards, and if the Employer gives you access to those points, you acknowledge that your participation in the RBC Rewards program (now Avion Rewards program) is subject to the RBC Rewards Terms and Conditions (now Avion Rewards Terms and Conditions), which are available for review at www.rbc rewards.com (now avionrewards.com). The RBC Rewards Terms and Conditions (now Avion Rewards Terms and Conditions) are subject to change without notice. Paper copies are available upon request, by contacting Royal Bank during regular business hours using the contact information indicated on the Account Statements or calling the number indicated on the back of the Card (1-888 ROYAL 3-4).</p>
<p>12. Privacy</p> <p>You agree that we will collect personal information from you, the Business and/or from your use of the Card, including your name, address, email address, birthdate, telephone number, your employee number, employment status and location, and any other related tracking information such as, details about transactions and expenditures (your “Information”). We may collect and use your Information to verify your identity (including for regulatory compliance purposes), to evaluate the Business’ request to issue a Card to you, and for the purposes of monitoring, administering, servicing and collecting on the Card and related accounts.</p> <p>You acknowledge and agree that your Information may be exchanged between us, any of our affiliates and subsidiaries, any third party service providers or agents and the Business and that we may disclose particulars regarding the use of the Card and related Information the Business to assist the Business in the administration of its Card program, to enable the Business to assess business expenditures, verify transactions on the Card, to ensure that the Card is used in accordance with the policies of the Business and that no fraudulent activity has occurred on the Card, and otherwise in connection administration, collection and enforcement of the Card and related accounts. We may collect, use and disclose your Information as necessary to process Card transactions and payments, for the purposes of detecting and preventing fraud; in connection with audits (including security) statistical and record keeping purposes; and generally for the purposes of meeting legal, regulatory, risk management and security requirements in connection with the Card and related accounts, and as otherwise permitted or required by law (including as required by Canadian and foreign laws applicable to us and our affiliates, agents and service providers).</p> <p>We may use and disclose your Information to third parties in connection with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including the Card accounts) for the purposes of evaluating and/or performing the proposed transaction. Our successors and assign may collect, use and disclose your Information” for substantially the same purposes described in this Agreement.</p> <p>We may transfer your Information to third party agents or service providers that perform services for us or otherwise collect, use, disclose store or process personal information on our behalf for the purposes described in this Agreement.</p>	<p>18. Collection, Use and Disclosure of Your Information</p> <p>Even though a Card is issued to you at the Employer’s request, our primary business relationship is with the Employer. We will not ascertain your personal creditworthiness by obtaining credit bureau reports at the time the Card is issued or periodically thereafter. However, we may make other inquiries or checks about you as required by law or regulation, for example, in compliance with anti-money laundering obligations.</p> <p>Except as otherwise specified in this Agreement, Royal Bank will not communicate with you directly and will not send you any marketing promotion or offer. However, if you are a participant in the RBC Rewards program, Royal Bank may communicate with you if you have provided consent and your email address for that purpose.</p> <p>Notices under this Agreement, legal disclosures and other communications may be sent directly to you, through RBC NextLogic or otherwise. You further agree to access the Account Statements electronically through RBC NextLogic and to access any notices, legal disclosures or communications that we may provide electronically.</p> <p>Royal Bank has, prior to issuing a Card to you, obtained from the Employer, and kept, the following information about you: your legal first and last name, business address, business email address, business phone number and employee identification number. In certain circumstances, Royal Bank may request additional information or documentation from the Employer in order to verify your identity at a level sufficient to allow Royal Bank to issue a Card to you in compliance with applicable laws. The Employer may also furnish to Royal Bank information about your use of the Card and/ or the Account, and other pertinent information such as delinquency information, employment/contract status and location, and any other related tracking information. You consent to all such use and transfer of any such information.</p> <p>The Employer is liable for all Debt on the Account and governs your use of the Card. The Employer (which may include your direct supervisor) will have access to any and all information concerning your use of the Card and the Account, including detailed billing information forming part of a total charge and information pertaining to each Purchase, Cash Advance or other transaction charged to the Account and all your activities as a Cardholder.</p> <p>Royal Bank will process and analyze information about how Cardholders use the Cards to develop reports that may be made available to the Employer. Royal Bank will remain the owner of such information and reports.</p>

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<p>You understand that some of the third parties or service providers to whom we may disclose or transfer your Information may be located outside of Canada, and that your Information may be disclosed, transferred, stored or processed outside of Canada for the purposes described in this Agreement. You also understand that your Information disclosed, transferred, stored or processed outside of Canada may be subject to legal requirements in foreign countries applicable to us or the third parties described above, for example lawful requirements to disclose information to government authorities in those countries. You also understand that our ability to offer services, authorize transactions, and your use of the Card depend on the ability of our affiliates and service providers to perform services in respect of the Card which will in turn, be subject to the laws of the foreign jurisdictions where those affiliates or service providers are located.</p> <p>Our employees and agents that need access to your Information to fulfill their job requirements will have access to your file, which will be located on our servers (or at such other location we may designate from time to time).</p> <p>For more information about our personal information handling practices, consult the HSBC Privacy Code, available at the nearest HSBC branch or www.hsbc.ca. You understand that you may request access to and correction of your Information, subject to applicable legal restrictions, or make other inquiries regarding your Information by writing to us at the following address: P.O. Box 20, Station M, Montreal, QC, H1V 3L6, attention: Privacy Officer.</p> <p>The consents provided in this Agreement shall be valid for so long as required to fulfill the purposes described herein.</p>	<p>Royal Bank may also provide information related to amounts charged to the Account to selected merchants and suppliers used by you, when requested by such merchants and suppliers to analyze business trends, handle disputed transactions and generally for marketing purposes. Provision of such data will be in an anonymous format and non-attributable to you.</p>
<p>Unaddressed</p>	<p>19. Changing Your Contact Information</p> <p>You will tell the Employer or the Program Administrator if you change your address, e-mail address or telephone number and will give the Employer or Program Administrator other information that we may need from time to time to keep our records up to date.</p>
<p>Unaddressed</p>	<p>20. Amendments</p> <p>Royal Bank has the right to amend or change this Agreement, as well as any service and benefits that come with the Card, at any time. If required by applicable law, Royal Bank or the Employer will notify you in writing of the change.</p>
<p>7. Suspension/Cancellation</p> <p>We have the right to suspend or revoke any of the right and privileges attached to your Card(s) and terminate this Agreement as to future Transactions at any time for any reason, all without prior notice. If we terminate your credit privileges, you must return your Card to us at once or surrender the Card back to the Business.</p>	<p>21. Termination</p> <p>Charging privileges available to you will be withdrawn upon (i) abuse of charge privileges by you (including, but not limited to, the failure of your obligation to use the Card and/or the Account for an Eligible Purpose only, and to comply with any other obligation as provided in this Agreement); (ii) termination of your employment with the Employer; or (iii) termination or suspension of the Commercial Card Program agreement between Royal Bank and the Employer.</p>
<p>Unaddressed</p>	<p>22. Governing Law</p> <p>This Agreement shall be interpreted and governed in accordance with the laws of the province or territory in which the Employer resides (or the laws of the Province of Ontario if the Employer resides outside Canada) and the applicable laws of Canada.</p>

