



PART I – AGREEMENT

These are the legal terms and conditions prescribed by Royal Bank for RBC® Mobile Cheque Deposit. All capitalized terms not defined have the meanings given below in Part III – Glossary, and the rules of interpretation in Part III – Glossary also apply. This Service is governed by Royal Bank’s Master Client Agreement for Business Clients, including these terms and conditions, the Client Card – Business Client Card and Personal Identification Number, and other applicable Service Materials (collectively, the “**Agreement**”).

PART II – TERMS AND CONDITIONS

1. Description of Service

1.1 Description of Service. This Service can be used to create, deliver, and deposit Images to eligible accounts.

1.2 Creation of Images. The Customer represents, warrants, covenants, and agrees that each Image created using this Service is created by or on behalf of Royal Bank in accordance with Applicable Laws, and the Image is an official image within the meaning of the *Bills of Exchange Act* (Canada) and will be used for all purposes as an eligible bill under that Act.

1.3 Access to Funds. Images will be processed as if they are the original paper Instrument, and subject to the same terms and conditions of the Agreement, including Royal Bank’s hold policy and limits. Deposit of an Instrument using this Service will be treated as though the Instrument is deposited at a Royal Bank ATM. In particular, Images deposited using this Service are subject to, and form part of, the same maximum deposit limits and release amounts that apply to deposits made at a Royal Bank ATM using the Customer’s Client Card.

1.4 Fees and Charges. The Customer will pay Royal Bank’s fees and charges for credits/deposits and items deposited for each Image, in addition to any fees and charges charged by Royal Bank for this Service, and any fees, charges, taxes, or other amounts payable to other Persons.

2. Technology and Specifications

2.1 Technology Requirements. To use this Service, the Customer must obtain and maintain, at the Customer’s own expense, compatible Electronic Channels, hardware, operating systems, and software approved for such use by Royal Bank, and which are up-to-date and unaltered from manufacturer specifications. Royal Bank is not responsible for, and makes no representations or warranties of any nature, with respect to any such Electronic Channels, hardware, operating systems, and software. Royal Bank has the right, in its sole discretion, without notice, to make changes to this Service from time to time which may result in the Customer’s Electronic Channels, hardware, operating systems, and software no longer being compatible with this Service, and in such event Royal Bank will have no responsibility or liability to the Customer or any other Person.

2.2 Image Specifications. The Customer will ensure all Images comply with Applicable Laws, including CPA Rules, and Royal Bank’s specifications and quality standards. Images must be usable, which means clearly represented, be able to be read or deciphered by a human viewer, and must be able to be seen without obstruction. The Image must accurately represent all relevant information on the front and back of the original paper Instrument. All information in each field or portion that is required to be present and read or deciphered by a human viewer on the Instrument must be present and be able to be read and deciphered by a human viewer in the Image. Any field or portion that is required to be present and seen without obstruction on the Instrument must be present and seen without obstruction in the Image. In the event an Image cannot be processed due to poor quality or otherwise, Royal Bank is not responsible or liable for any failure or delay in the processing or presentment of the Image.

2.3 Safe Storage and Destruction; Image Retention. The Customer will ensure all original paper Instruments are securely stored for five (5) days after the date of Image creation, and then immediately destroyed using secure methods. The Customer is solely responsible and liable for any Losses suffered or incurred by the Customer or any other Person as a result of a lack of adequate security or controls over Instruments. Royal Bank is not responsible or liable if an original paper Instrument is needed after it has been destroyed. The Customer may request copies of any Images retained by Royal Bank, for which there may be an additional fee. Upon request by Royal Bank for any purpose, including for collection, audit, or investigation purposes, the Customer will promptly provide Royal Bank an original paper Instrument if it is still in the Customer’s possession or the Customer’s own copies or image of the Instrument.

3. Security and Service Materials

3.1 Security. The Customer will ensure compliance with all security procedures, standards, and other requirements prescribed by Royal Bank.



3.2 Service Materials. The Customer will ensure the confidentiality, security, and proper use of all Service Materials, including login IDs, passwords, pass phrases, personal verification questions, and other Security Devices, and Electronic Channels used in connection with this Service. The Customer will immediately notify Royal Bank, verbally and in writing, if any Service Materials or Electronic Channels are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to this Service.

3.3 Information Icons, Help Content, and Links. There may be important terms and conditions displayed on Royal Bank's website or when information icons or links are clicked using this Service, and these terms and conditions form part of the Agreement. The Customer will ensure these terms and conditions are accessed and reviewed accordingly.

4. Image Processing

4.1 Cut-off Times. Subject to Section 4.3, any Image received before the applicable cut-off time on a Business Day will be processed on the same Business Day. Any Image received after the cut-off time will be processed on the following Business Day. Images will be considered deposited at such times and locations as Royal Bank may determine in its sole discretion, regardless of where the Customer or its accounts are located. Royal Bank may, but has no obligation to, confirm receipt of Images, provided, however, this confirmation does not mean the submission was error-free or complete or that Royal Bank has accepted or deposited any of the Images.

4.2 Foreign Exchange. Subject to Section 5.2, if an Instrument requires conversion of funds from one currency to another currency, unless otherwise agreed in writing by Royal Bank, Royal Bank may convert the Instrument or funds to the applicable currency at the applicable currency conversion rate established for such purpose by Royal Bank in its sole discretion. Royal Bank may debit any of the Customer's accounts for the funds required for the currency conversion, and for any related fees and charges. Royal Bank will not be responsible for any Losses relating to foreign currency conversions, including those resulting from a change to Royal Bank's currency conversion rates between the date an Instrument is converted by Royal Bank and the date the Instrument is delivered, received, processed, or returned. The Customer is solely responsible for any Losses relating to foreign currency conversions, including those resulting from a change to Royal Bank's currency conversion rates and any loss in the value or amount of an Instrument due to an adverse change to such rates. The Customer is responsible for verifying that Images are being converted in accordance with these terms. Any provisional credit to an account will be changed, and Royal Bank may debit or credit the account, to the extent necessary to reflect the amount of funds converted and to deduct any conversion fees.

4.3 Images Not Accepted or Received. Royal Bank may for any reason, in its sole discretion, refuse to accept or deposit any Image and may return any Image. An Image is not considered accepted for deposit by Royal Bank until Royal Bank has determined that it meets the requirements for continued processing. Royal Bank is not responsible or liable to the Customer or any other Person relating to any Image or portion of any Image that is lost or otherwise not received or accepted by Royal Bank or which is returned. The Customer will accept returns in any format received from Royal Bank, and the Customer may be charged additional fees for returns. Royal Bank may immediately, in whole or in part, without prior notice, restrict, suspend, or terminate the use of this Service if Royal Bank considers the rate of returned items to be excessive.

4.4 Finality. All Documents accessed, sent, received, accepted, or processed using this Service are considered binding on the Customer.

4.5 Provisional Credit. Images will be credited to accounts on a provisional basis only, and provisional credits are subject to change and chargeback in accordance with the Agreement. Royal Bank may debit or credit the account of deposit, or any of the Customer's other accounts, to the extent Royal Bank determines necessary for this purpose. Images that are charged-back will be repaid in accordance with the Agreement, including if the Instrument is a duplicate, if payment for the Instrument is not received, or if the Instrument is returned after initial payment for any reason.

4.6 Limitations of Service. If the Customer is unable to use this Service at any time and for any reason, the Customer is solely responsible, at its own expense, for finding an alternate method to deposit Instruments, such as by using an ATM or Royal Bank branch.

5. Restrictions on Use

5.1 Limits. Royal Bank may establish and change certain restrictions on the Customer's use of this Service, including restrictions on the types of Images and limits on the size, number, and dollar amounts of Images and files that may be submitted or accepted through this Service.

5.2 Prohibited Instruments. The Customer is prohibited from using this Service to create, deliver, or deposit Images of Instruments that are: (i) not eligible under CPA Rule A10 for the creation of Images or Clearing Replacement Documents or Return Replacement Documents, as such terms are defined in CPA Rule A10; (ii) not MICR encoded;



(iii) payable in a currency other than Canadian dollars; (iv) drawn on or payable through a financial institution located outside of Canada, or which bear a non-Canadian routing/transit number; (v) dated more than six (6) months before the date of deposit or that are postdated (dated for a future date); (vi) duplicates or Instruments which otherwise have already been submitted for deposit to Royal Bank or any other financial institution; (vii) previously converted to Images or Clearing Replacement Documents or Return Replacement Documents, as such terms are defined in CPA Rule A10, or otherwise not original Instruments; (viii) payable to any Person other than the owner of the account to which the Instrument is deposited; (ix) drawn or otherwise issued by the Customer or any other Person on any of the Customer's accounts, or any account on which the Customer is a Representative or which is provided to the Customer jointly with another Person; (x) altered in any way, or which the Customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Instrument is drawn; (xi) not acceptable under Royal Bank's policies and procedures, or otherwise not acceptable under the Agreement; or (xii) otherwise determined by Royal Bank as not eligible for deposit using this Service, including at the time of an attempted deposit by rejecting it and returning it to the Customer, which, for greater certainty, Royal Bank may do for any reason in its sole discretion (collectively, the foregoing are "**Prohibited Instruments**"). The Customer will ensure this Service is not used to deposit any Prohibited Instruments. Royal Bank may, in its sole discretion, accept any Prohibited Instruments, provided that in no event does Royal Bank have any obligation to do so, nor will Royal Bank have any responsibility or liability to the Customer or any other Person for accepting or rejecting any such Prohibited Instruments.

5.3 Jurisdiction. This Service is only intended for use in Canada, and must not be accessed or used to create, deliver, or deposit Images from jurisdictions outside Canada.

6. Representations, Warranties, and Covenants; Indemnity

6.1 Ongoing Representations, etc. Each time the Customer uses this Service, the Customer represents, warrants, covenants, and agrees that: (i) each Image complies with Royal Bank's specifications and quality standards and any applicable industry standards, and does not contain any viruses; (ii) there are no Prohibited Instruments, including no duplicate Images or Instruments; (iii) the Customer has taken reasonable steps to securely store and destroy original paper Instruments in accordance with these terms, and otherwise to detect and prevent duplicates and other Prohibited Instruments from being submitted; (iv) payment has not been made or sought on an Instrument more than once, including by depositing the original paper Instrument with Royal Bank or any other financial institution, at any time either before or after submission of the Instrument through this Service; (v) all information submitted is true and accurate, including that each Image accurately and completely represents all information on the front and back of the original paper Instrument; (vi) each Instrument is authentic and valid and properly payable to the account holder, and has been properly endorsed; (vii) no Instrument has been altered and all signatures on all Instruments are authentic and authorized; and (viii) the Customer, its use of this Service, and each Image and Instrument, complies with the Agreement, including these RBC Mobile Cheque Deposit Service Materials, Applicable Laws, including CPA Rules, its constating documents, and other obligations applicable to the Customer and its use of this Service.

6.2 Anti-Money Laundering and Anti-Terrorist Financing. Each time the Customer uses this Service, the Customer represents, warrants, covenants, and agrees that: (i) it is not, and this Service will not be used, directly or indirectly, by, for, or on behalf of, a Money Services Business or Restricted Business; (ii) it does not and will not conduct business in, or with individuals or entities located in, countries in contravention of Applicable Laws; and (iii) to the best of its knowledge, no Regulatory Authority or other Person has ever conducted any type of investigation related to any activity in contravention of Applicable Laws relating to anti-money laundering or anti-terrorist financing with regard to accounts or financial transactions of the Customer, or any accounts or financial transactions under the control of the Customer.

6.3 No Representations, Warranties, or Conditions by Royal Bank. Except as expressly provided in the Agreement, Royal Bank disclaims all representations, warranties, and conditions of any kind, including any oral, implied, statutory, or other representations, warranties, and conditions, and including warranties relating to quality, performance, infringement, merchantability, and fitness for a particular use or purpose. Royal Bank does not warrant that this Service will operate error-free or without Disabling Codes or interruption.

6.4 Indemnity. The Customer will indemnify and hold harmless Royal Bank and any other Person who suffers a Loss as a result of the Customer's use of this Service, including if the Customer does not securely store or destroy original paper Instruments in accordance with Section 2.3 or otherwise if the Customer breaches the Agreement. Royal Bank is not responsible or liable for any Losses incurred by the Customer or any other Person as a result of the Customer's use of this Service.

7. Intellectual Property

7.1 Intellectual Property. Unless otherwise agreed in writing by Royal Bank, the Customer is not entitled to copy any Service Materials, or any portion thereof, except for its own non-commercial use in accordance with the Agreement



and Royal Bank's instructions. The Customer will not disassemble, reverse engineer, or otherwise attempt to discover the source code of any software included within any Service Materials. The Customer's licence to use the Service Materials will end immediately on termination of the licence or this Service. Immediately after the licence ends, the Customer will return the Service Materials to Royal Bank together with any copies.

8. General

8.1 Changes or Termination. Royal Bank may, at any time, without notice, change, suspend, or terminate the Customer's use of this Service. Termination of this Service will not affect the rights and remedies of each party accrued to the date of termination, nor will it affect any provision of the Agreement which, by its nature, should apply after termination.

8.2 Changes to Agreement. Royal Bank may at any time amend, supplement, restate, or otherwise change the Agreement, including these RBC Mobile Cheque Deposit Service Materials, by giving the Customer notice of the change through announcements in Royal Bank's website or otherwise by giving the Customer notice delivered in paper form or in electronic form using any Electronic Channel. If this Service is used after the date of the notice of change or effective date of the change, whichever is later, 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 use of this Service and contact Royal Bank for assistance. The Customer agrees to be bound by the latest version of the Agreement from time to time made available on Royal Bank's website, or otherwise provided to the Customer. The Customer agrees to regularly review these and any notice of change outlined above.

8.3 Severability. In the event that one or more of the provisions of the Agreement are held, for any reason, to be invalid, illegal, or unenforceable, such finding shall not affect any other provision. The Agreement then will be construed as if such unenforceable provision or provisions had never been contained in the Agreement and, insofar as is possible, construed to maintain the original intent of the Agreement.

8.4 Assignment. The Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. The Agreement may not be assigned by the Customer.

8.5 Governing Law. The Agreement will be exclusively governed by the laws of the Province or Territory in which the Customer's principal place of business is located or where the Customer resides. If the Customer's principal place of business or residence is outside of Canada, the Agreement will be exclusively governed by the laws of the Province of Ontario. The Customer agrees that the courts of the Province or Territory specified above shall have exclusive jurisdiction for the determination of any matters arising out of the Agreement.

8.6 Entire Agreement. The Agreement is in addition to any other agreements between the Customer and Royal Bank.

8.7 Language. This Service will be provided in French and English based on the language settings in the Electronic Channel. Where the language setting in an Electronic Channel is other than English or French, this Service will be provided in English.

PART III – GLOSSARY

9. Definitions and Interpretation

9.1 Definitions. The following defined terms are used:

"Applicable Laws" means all applicable laws, decrees, regulations, decisions, treaties, ordinances, rulings, judgments, injunctions, writs, orders, and awards of any court, arbitrator, or Regulatory Authority, all directives, guidelines, advisories, and rulings issued or made by a Regulatory Authority, and the constitution, rules, standards, directives, guidelines, operating, or other circulars, regulations, customs, and uses of the exchange, central, or reserve banks, markets, and clearinghouses or systems, including CPA Rules, NACHA Rules, SWIFT Documents, and all applicable laws relating to anti-money laundering and anti-terrorist financing, in each case, applicable to the Agreement, the Services, Royal Bank, the Customer, their respective businesses, and any other Person that is part of or connected with any transaction under the Agreement, including any Person originating transactions processed under the Agreement or transmitting those transactions through a payments system or otherwise, and the Person receiving the transactions, as the case may be;

"ATM" means automated teller machine;

"Business Day" means each day other than Saturday, Sunday, or federal or provincial statutory holidays in Canada;

"Client Card" means a debit card issued by Royal Bank to the Customer, or any Person on the Customer's behalf, with a unique card number, and includes the use of the unique card number;



“**CPA**” means the Canadian Payments Association;

“**CPA Rules**” means the rules, standards, guidelines, and directives of the CPA;

“**Customer**” means the Person who is enrolled in, authorized for, or uses this Service, including the Person’s Representatives;

“**Document**” means any agreement, amendment, statement, disclosure, notice, request, consent, information, instruction, communication, Instrument, Service Materials, or other document, including any of the foregoing made, drawn, accessed, sent, received, accepted, endorsed, negotiated, signed, or processed verbally or in paper or electronic form through any Electronic Channel;

“**Electronic Channel**” means any telecommunication or electronic transmission method which may be used in connection with the Services, including any ATM, computer, email, facsimile, Internet, mobile device, mobile phone, network, personal digital assistant, point-of-sale terminal, smart phone, SWIFT or SWIFT Network, telephone, wire transfer system, or wireless device;

“**Image**” means a digital representation of the front and back of an original paper Instrument. For greater certainty, an Image is an Instrument under the Agreement;

“**Instrument**” means a bill of exchange (including a cheque), promissory note, security, chattel paper, other instruction or order for the payment of money given verbally or in paper or electronic form, clearing item, payment item, or other value item (including any automated clearing house payment, pre-authorized deposit or debit payment), including any image or reproduction of the foregoing. Any such item will be considered an Instrument whether or not the Customer is a party to it and whether it is in Canadian or another currency;

“**Losses**” means all losses, claims, damages, costs, fees and charges, expenses, and other liabilities, including reasonable legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties, and sanctions;

“**MICR**” means Magnetic Ink Character Recognition;

“**Money Service Business**” and “**MSB**” means the carrying on or participating in any one of the following activities: (i) currency dealing or exchanging; (ii) issuing, selling, or redeeming traveller’s cheques, drafts, or money orders or any similar negotiable instruments, except for cheques payable to a named Person; or (iii) the accepting of currency or funds and the transmitting of such funds through a financial institution, or any other Person engaged in an MSB or an electronic funds network; provided that in the case of (i) and (ii) only, no such activity will be considered to be an MSB unless it shall include, on any day and with any one Person, at least one transaction in an amount of not less than \$1,000, and, for such purposes, any two or more transactions within a twenty-four (24) hour period with the same Person will be considered to be a single transaction of not less than \$1,000 if the aggregate amount of such two or more transactions shall be not less than \$1,000. In addition to (i) to (iii) above, in every instance that a Person holds a permit or a licence relating to a form of MSB activity not specifically enumerated in (i) to (iii) above, or is registered as someone engaging in the activity of an MSB, advertises the activity of an MSB by way of or through the Internet, the yellow pages, or other medium, or reports income from an MSB as income from a separate business for tax purposes, then such Person shall be deemed to be operating an MSB. Notwithstanding the above, if Royal Bank specifically approves, in writing, the operations of such business, for the purpose of the Agreement, such business shall be deemed not to be included in this definition;

“**NACHA**” means the National Automated Clearing House Association;

“**NACHA Rules**” means the rules, standards, guidelines, and directives of NACHA;

“**Person**” means an individual or natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture, or other entity or Regulatory Authority, and pronouns have a similar extended meaning;

“**Prohibited Instruments**” has the meaning given in Section 5.2;

“**Regulatory Authority**” means any Person having regulatory or supervisory authority over Royal Bank, the Customer, or the Services, including any administrative, judicial, governmental, regulatory, or self-regulatory, taxation, financial, monetary, or investigative authority, agency, or body, including the CPA, NACHA, and SWIFT;

“**Representatives**” mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors, or other Persons acting on a party’s behalf, including a Person specified in an authorization form and the Person’s delegates;



“Restricted Business” means any Person, or Person owned or controlled directly or indirectly by a Person, that owns, operates, controls, or receives revenue from an Internet or online gambling business or operation, a shell bank, or is a business engaged in or associated with an improper, illegal, or unlawful activity, or any other business that Royal Bank may, in its sole discretion, determine to be a restricted business;

“Royal Bank” means Royal Bank of Canada;

“Security Devices” means a security device, including a card, token, code, pass key, password, pass phrase, identification number, certificate, test key, and other security codes and devices;

“Service” means each of Royal Bank’s business products or services provided to or used by the Customer, including any account, credit, cash management, investment, or payment products or services. For greater certainty, RBC Mobile Cheque Deposit is a Service;

“Service Materials” means all hardware, software, equipment, information, or other Documents provided by Royal Bank for the Services, including all Security Devices, rules and manuals of operation, guides, training materials, reference materials, or other Documents applicable to this Service; and

“SWIFT” means the Society for Worldwide Interbank Financial Telecommunication SCRL.

9.2 Interpretation. Each Document forming part of the Agreement is deemed incorporated in the Agreement and each other part of the Agreement, immediately when given effect by Royal Bank, without any other action required by Royal Bank, the Customer, or any other Person. All references to the Agreement, including these terms and conditions and other applicable Service Materials, or to any Document, product, or service, including this Service, or to any law, statute, regulation, guideline, policy, procedure, rule, standard, or directive, including any Applicable Laws, or otherwise, include same as may be amended, restated, supplemented, or otherwise modified from time to time. All references to any Person, including any Regulatory Authority, includes its successors and assigns. The division of the Agreement into Parts, Articles, Sections, subsections, and other subdivisions, and the insertion of headings, are for convenience of reference only and should not affect construction or interpretation. Words denoting the singular number will include the plural, and vice versa. Words denoting the masculine gender include the feminine and neutral genders, and vice versa, as the context otherwise permits. The word “including” means “including without limitation”, and the word “includes” means “includes without limitation”. All provisions, including all rights and obligations of the parties, are cumulative, and should not be interpreted as limiting any provision unless this intent is expressly indicated. The words “hereto”, “herein”, “hereof”, “hereunder”, “the Agreement”, and similar expressions mean the Agreement as a whole, and not any particular Part, Article, Section, subsection, or other subdivision, unless the context otherwise requires. Unless otherwise specified, all dollar amounts referred to in the Agreement are in lawful money of Canada.