



## 1. GENERAL

The undersigned company, firm or individual (hereinafter called “the Customer”) hereby requests RBC Royal Bank (hereinafter called “the Bank”) that an RBC Royal Bank Business credit card (hereinafter called “the Business Card”) and as many Business Cards as required by the Customer be issued to the Customer along with renewals or replacements thereof from time to time. Each such Business Card so issued shall bear a separate account number and shall incorporate the name of one of the Customer’s representatives or the individual’s name duly signed and properly designated on the Business Card Application Form or in writing from time to time by the duly authorized officers of the company, firm or the individual.

## 2. DEFINITIONS

### 2.1 In this Agreement:

“Account” means an account in the name of the Customer maintained by the Bank in relation to the Business Card.

“Account Statement” means a written statement of the Account prepared each month unless there has been no Account activity or no Debt is owing.

“Agreement” means the RBC Royal Bank Business Credit Card Agreement.

“Bank” means the RBC legal entity which maintains the Account.

“Card” means an RBC Royal Bank Business Credit Card and any renewals or replacements issued by the Bank in the name of the Customer.

“Cardholder” means any person for whose use a Business Card is issued by the Bank at the request of the Customer and, where the context so admits, shall include the Customer.

“Cash Advance” means an advance of cash obtained by use of the Card and charged to the Account and includes the use of a Cheque or Balance Transfer, where available.

“Cheque” means a cheque drawn on the Account.

“Customer” means an individual and any body corporate or noncorporate in whose name an Account is maintained, and where the Customer consists of two or more persons, then that definition shall throughout mean all or any of them and the liability of such persons shall be joint and several.

“Debt” means all amounts charged to the Account, including any Purchase, Cash Advance, Cheque, interest, service fees and other charges.

“International Provider” means Visa<sup>®</sup> Incorporated or Mastercard<sup>®</sup> Worldwide, as applicable.

“Jurisdiction” means the country in which the Account is maintained.

“New Balance” means the previous balances plus Purchases, Cash Advances, interest and fees incurred up to the date the Account Statement was prepared minus any payments and credits made during the Statement period.

“Payment Deadline Date” means the date indicated as such on an Account Statement.

“PIN” means the personal identification number for a Card as prescribed in section 5.

“Purchase” means a purchase of goods or services (or both) that is charged to the Account.

“Statement Date” means the date indicated as such on an Account Statement which is the date on which an Account Statement is generated.

“Transaction” means a Purchase, Cash Advance, Balance Transfer, Cheque, interest or service fee posted to the Account.

2.2 In this Agreement, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders.

## 3. CARDHOLDER OBLIGATIONS

Any one or more of the following acts or actions means that the Customer has read and understands, and that each Cardholder has read and understands, the terms and conditions of this Agreement, and shall constitute the Customer’s agreement, as well as the agreement of each Cardholder, to be fully bound by the terms and conditions of this Agreement:

- The acceptance by the Customer or any Cardholder of a Business Card;
- The use of any Business Card or Account by the Customer or any Cardholder; or
- The accessing of any Business Card or Account by the Customer or any Cardholder.

Customers’ and/or Cardholders’ use of the Business Card and Cheques shall be governed by this Agreement, and the Customer and Cardholder agree with the Bank as follows:

- The Customer and/or Cardholder accepts the benefits and services provided automatically with the Card;
- The Cardholder promises to pay the Debt owing on the Account;
- The Bank may vary this Agreement, the features and/or benefits associated with the Card at any time in its sole discretion provided that reasonable notice is given to the Customer and a variation so notified shall be binding upon the Customer and the Cardholder.
- Third parties will provide some of the benefits and services available to the Cardholder. These third parties and not the Bank are responsible to the Cardholder for the services and benefits offered or provided by them;
- Optional features may be available at an additional cost to the Customer and/or Cardholder provided the application for such features is made by the Customer and/or the Cardholder. Where the Customer and/or the Cardholder applies for any of these optional features, the Bank may send the Customer and/or Cardholder a separate agreement outlining any additional terms and conditions;
- When the Cardholder uses a Card or the Account number for a Transaction, the Bank is lending the amount of the Cardholder’s Purchase or Cash Advance, as the case may be. The Cardholder is liable for and must repay all Debt owing on the Account. The Debt owed by the Cardholder will be shown on the Cardholder’s monthly Account Statement;
- A Card issued on the Account may only be used and directed by the person (the Cardholder) whose name is on that Card. A Cardholder may not use the Card or Account number for any illegal, improper or unlawful purpose. The Bank reserves the right to prevent the Card or the Account from being used for certain types of Transactions as determined by the Bank, including Transactions connected to internet gambling.

## 4. USE OF CARDS AND CHEQUES

The Cardholder can use the Card and the Card number for any permitted purpose including:

- paying for goods and services, whether bought in person, over the phone, on the internet or by mail order;
- making cash withdrawals at one of the Bank’s branches, at another financial institution or at a banking machine (ATM) which provides this feature;
- writing cheques using the Cheques provided for this purpose;
- taking advantage of a balance transfer offer by transferring all or part of a balance the Cardholder owes elsewhere to the Account.

## 5. PERSONAL IDENTIFICATION NUMBER, OTHER SECURITY FEATURES; UNAUTHORIZED USE OF CREDIT CARD

5.1 The Bank will provide the Cardholder with a PIN for the Card or advise the Cardholder how to select it. The Bank will also tell the Cardholder how to change the PIN. The Cardholder agrees to keep the PIN confidential and separate from the Card at all times. The Cardholder must select a PIN which cannot be easily guessed. The Cardholder understands that a PIN combination selected from the Cardholder’s name, date of birth, telephone numbers, address or national identification number must not be used.

5.2 No one but the Cardholder is permitted to know or use the PIN or any other security codes such as passwords, access codes and account numbers that may be used or required for internet or other Transactions. The Cardholder must keep these security codes confidential and separate from the Card.

5.3 If someone uses the Cardholder’s Card and PIN or the Cardholder’s Card number with any other security code or, where applicable, a Cheque to make unauthorized Transactions or otherwise obtain the benefits of the Card, the Cardholder will not be responsible for those charges provided that the Cardholder (i) is able to establish to the Bank’s reasonable satisfaction that the Cardholder has taken reasonable steps to protect the Card and Cheques against loss or theft and to safeguard the PIN and other security codes in the manner set out in this Agreement or as the Bank may otherwise advise the Cardholder from time to time, and (ii) cooperate fully with the Bank’s investigation. The Cardholder will, however, remain fully responsible for all such charges if the Cardholder voluntarily discloses the PIN or other security code or otherwise contributes to the unauthorized use of the Card or access to the Account, or fails to tell the Bank in a reasonable time that the Card or Cheques have been lost or stolen or that someone else may know the Cardholder’s PIN or other security code.

5.4 The Cardholder is not responsible for unauthorized use of the Card or the Card number in Transactions in which neither a PIN nor a security code is used as the Cardholder verification method. For the purposes of this protection, “unauthorized use” of a Card or Card number means use by a person other than the Cardholder who does not have actual, implied or apparent authority for such use, and from which the Cardholder receives no benefit.

5.5 In addition to what is set out in this Agreement, the Bank may tell the Cardholder other steps to take to safeguard the PIN or security codes.

## 6. MAIL ORDER, PHONE OR INTERNET SALES

The Cardholder will have the same responsibilities as if the Card had been utilized and a sales draft or receipt signed or a PIN entered when paying for goods or services using the Card number without showing the Card. The Cardholder may be required to take additional steps (including using a separate password and enrolling in customer security programmes such as Verified by Visa<sup>®</sup> or Mastercard SecureCode<sup>®</sup>) in order to purchase goods and services on the internet from certain merchants. It is the Cardholder’s responsibility to participate in programmes established and supported by Visa, Mastercard or the Bank as required if the Cardholder intends to take advantage of these internet purchase opportunities.

## 7. AUTOMATED BANKING MACHINE

The Cardholder may use the Card together with such Cardholder’s PIN to execute a Transaction at any of the Bank’s ATMs and any machines or terminals designated by the International Provider from time to time.

## 8. CREDIT LIMIT

The credit limit will be indicated on a separate disclosure and/or on the Customer’s and/or Cardholder’s monthly Account Statement. Subject to any applicable law and at the Bank’s discretion, the Bank may increase, reduce or

cancel the Customer’s and/or Cardholder’s credit limit without giving notice to the Customer and/or Cardholder. The Customer and/or Cardholder agree that the outstanding balance on the Account will not exceed the credit limit. However, the Bank may, but is not required to, temporarily authorise charges that exceed the Customer’s and/or Cardholder’s credit limit, without giving notice to the Customer and/or Cardholder. The Customer must immediately pay any amount over the credit limit, along with any applicable penalty fees.

## 9. EXPIRATION OF CARD

The Customer and/or Cardholder may use the Card until the expiry date on the Card. The Card expires at the end of the month shown on the Credit Card. The Customer and/or Cardholder must not use the Card or the Card number if the Card has expired. If anything is charged to the Account after it has expired, the Customer and/or Cardholder is responsible for and must pay the amount owing.

## 10. LIABILITY FOR DEBT

10.1 The Customer is liable to the Bank for all Debt, including such incurred by any person authorized by the Customer or by any of its designated representatives and that which exceeds the credit limit, as well as Debt arising from any loss incurred by the Bank through the use of the Business Card. In the case of a joint Account, the liability of the Customer shall be joint and several.

10.2 Each Cardholder is individually liable for the payment of, and will pay on the Bank’s demand, all Debt which may be owing from time to time from or on account of any and all use by a Cardholder, or anyone who has actual, implied or apparent authority, of any Business Card or Account which is not authorized under this Agreement (i.e., a use not primarily for or incidental to the Customer’s business). The liability of the Cardholder is in addition to and not in lieu of the Customer’s primary liability, which shall continue for any and all uses as provided in this Agreement.

## 11. PAYMENT OPTION

11.1 The Debt will be paid by the Payment Deadline Date appearing on the Account Statement issued in the name of the Customer and/or Cardholder in such manner as notified by the Bank from time to time, except that any Debt exceeding the credit limit will be paid immediately.

11.2 It is the Customer’s and/or the Cardholder’s responsibility to select a payment method which results in payments on the Account being received by the Bank and credited to the Account by the Payment Deadline Date as shown on the monthly Account Statement.

11.3 A Customer and/or Cardholder may also request the Bank to process payment on the Payment Deadline Date each month as a pre-authorized debit (“PAD”) from a deposit account in the Jurisdiction with the Bank or another financial institution that the Customer and/or Cardholder designates for that purpose. A Customer and/or Cardholder may choose to pay the minimum payment or the new balance shown on the monthly Account Statement. A Customer and/or Cardholder may notify the Bank at any time that the Customer and/or Cardholder wishes to revoke the Cardholder authorization and, provided that the Bank has received such notice at least 5 days before the Customer’s and/or Cardholder’s next scheduled payment, the Bank will not process it.

## 12. APPLICATION OF PAYMENTS

Payments to reduce Debt shall be applied by the Bank in the following order: interest charges, service fees and other charges, billed Cash Advances and Cheques, billed Purchases, unbilled Cash Advances and Cheques, and unbilled Purchases. Cash Payments made at any branch of the Bank in the Jurisdiction should be updated by the next business day. The relevant Cheque holds will also be placed on the Account; therefore funds deposited will be unavailable until the Cheques are cleared. Payments made via the Bank’s Automated Teller Machine (the “ATM”) are credited within three (3) business days. Payments made via the Bank’s Online Banking, Mobile Banking and Telephone Banking Service, where available, before 6pm on normal business days, except Saturdays, Sundays and public holidays, are credited on the following day; all other payments are credited within two (2) business days. However, payments made via the Bank’s Tellerphone, where available, are credited immediately. The Bank may in its sole discretion at any time modify its payment processing periods without prior notice to the Cardholder.

## 13. INTEREST

The Customer shall pay interest to the Bank on the Debt, as per the annual percentage rate notified to the Customer from time to time as follows:

- Cash Advances and Cheques:** Interest is charged on a Cash Advance from and including the day it is obtained and on the amount of a Cheque from and including the day it is charged to the Account.
- Other Debt:** New purchases for each month are those which appear in the “transactions” section of that month’s Account Statement. Subject to subsection 13 (a) the Account can avoid interest on those new purchases by paying the New Balance in full on or before the current Account Statement’s Payment Deadline Date. If the New Balance is not paid in full by the Account Statement’s Payment Deadline Date, interest will be charged as of the first day of the new statement period. The next monthly statement will include interest accrued on each of those *new* purchases from the first day of the new statement period to the date the next monthly statement is prepared. Interest continues to be charged on the unpaid portion of those *new* purchases until the next time the New Balance is paid in full by the Payment Deadline Date. Interest related to the purchases could appear on the first statement after the payment is processed. This is interest that was not included in the New Balance paid in full because it accrued between the date the monthly statement which showed that New Balance was prepared and the date the payment was made. Fees are treated in the same manner as purchases for the purpose of charging interest.
- Interest Charged:** Interest is charged at the annual rate determined by the Bank. The Bank may vary the rate of interest from time to time. The amount of interest charged on the Account Statement is calculated as follows:
  - The amount owed each day is added, and then divided by the number of days in the statement period. This is the average daily balance.
  - The average daily balance is multiplied by the applicable daily interest rate(s) (obtained by taking the annual interest rate(s) and dividing by the number of days in the year). This value is then multiplied by the total number of days in the statement period to determine the interest charged. When there is more than one applicable interest rate, the interest is calculated based on the average daily balances for each rate.

## 14. ENTIRE BALANCE DUE

Notwithstanding anything to the contrary set out elsewhere in this Agreement, the Bank shall have the right in its sole discretion at any time and from time to time to demand immediate payment of all monies due to it by the Customer under the terms of this Agreement. The Bank reserves the right to set off any Debt against any account(s) of the Customer with the Bank.

## 15. FEES AND OTHER CHARGES

The Customer will pay the Bank such fees and charges as the Bank may determine. The Bank may in its sole discretion at any time and from time to time vary its fees and charges after giving reasonable notice to the Customer. The Bank’s fees can be found at [www.rbc.com/caribbean](http://www.rbc.com/caribbean) under the Important Notices section (Schedule of Fees and Service Charges).

## 16. ACCOUNT STATEMENTS

16.1 In the event that the Customer and/or Cardholder does not receive an Account Statement within 10 calendar days after the Statement Date, then the Customer and/or Cardholder must immediately advise the Bank and arrange for the delivery of a copy of that Account Statement. The Bank may in its sole discretion at any time and from time to time vary the Statement Date for the Account with reasonable notice to the Customer and/or Cardholder.

16.2 The Customer remains responsible for the Debt whether he receives an Account Statement or not.

16.3 With the Customer’s consent, the Bank may provide the monthly Account Statements electronically through its online banking service. The Customer is responsible for reviewing the monthly Account Statement and checking all Transactions and payments. If the Customer thinks there is an error on the monthly Account Statement, the Customer must contact the Bank. If the Customer fails to contact the Bank within 30 days of the last day of the relevant Account Statement period, the monthly Account Statement and the Bank’s records will be considered correct and the Customer waives any later claims against the Bank in respect of any charges on the Account.

16.4 The Bank uses digital scanning and microfilm for our record keeping. Original records of Customer and/or Cardholder purchases may not be available in paper form. However, digital or microfilmed records are valid to establish the accuracy of our records.

## 17. ADDITIONAL BUSINESS CARDS

The Bank may on the written request of the Customer issue additional Cards to such persons as named by the Customer on the express understanding that the Customer shall be liable for all Debt incurred through the use of such Cards as though the Customer had used them. It is the Customer’s responsibility to ensure that each Cardholder receives a copy of this Agreement and any replacements or amendments to this Agreement, as well as any notices that affect the use of a Card or the Account.

## 18. OTHER USERS

Notwithstanding any other provision here-under, the Customer and/or the Cardholder shall be liable for all Debt resulting from the use of the Business Card by any other person using the Business Card with the express or implied consent of the Customer and/or the Cardholder.

The Bank may provide Cardholders with access to information about their Transactions on the Account, the credit limit of the Account and the amount of credit available to them on the Account.

## 19. OWNERSHIP OR CANCELLATION OF CARD

The Card, Cheques and any other credit instrument or device related to the Card that the Bank supplies are not transferable and remain the property of the Bank at all times. Any Card, including additional cards issued in accordance with Section 17, may be cancelled and its privileges revoked at any time by the Bank or its agent without prior notice to the Customer and/or Cardholder, without in any case affecting the Customer’s and/or Cardholder’s obligations to the Bank, which shall continue in force. The Customer and/or Cardholder shall not use a Card which has been cancelled and the Card shall be surrendered upon demand from the Bank or its agent. The Customer and/or Cardholder shall be liable for any expense incurred by the Bank in reclaiming a cancelled Card. The Bank shall have the right in its sole discretion at any time to also request the Customer and/or Cardholder to destroy the Card and/or Cheques by cutting any of them in half and mailing it to the Bank or otherwise disposing of it as the Bank may direct. In addition to any of its other powers, the Bank may cancel any Card issued to a Cardholder at any time upon the written request of the Customer.

## 20. TERMINATION OR AMENDMENT OF AGREEMENT

The Bank may terminate this Agreement at any time without notice and demand immediate payment of Debt, and may vary this Agreement in its sole discretion at any time and from time to time, whether or not a similar amendment is made to the Agreement and/or condition(s) with any other Cardholder(s). In all cases the Customer and/or Cardholder shall remain liable for all Debt until such time as all amounts of whatever nature due to the Bank under this Agreement (including, but not limited to, interest and other charges) have been paid in full. An amendment may apply both to existing Debt and to Debt arising after the amendment is made. Notice of additional or amended terms and conditions may be given to the Customer and Cardholder through notices on the Bank's public internet site or in the Bank's branches, and may also be given through, but not limited to, notices in the Statements or on ATM screens. The Customer's and Cardholder's continued use of the Card and/or maintenance of one or more accounts including the Account, or any of the Bank's services as provided for in this Agreement or maintenance of any Debt after the date of any such amendment shall constitute for all purposes the Customer's and/or Cardholder's acceptance of such amendment. The Customer may terminate this Agreement by written notice to the Bank. Where the Customer terminates this Agreement, he/she must stop using the Card, pay all amounts due and owing on the Account, and return the Card to the Bank. The Bank may deduct amounts owing on the Account from any other account the Customer has with the Bank and use them to pay the amount owing on the Account, without notice to the Customer.

## 21. VALIDITY OF CARD

The Card is issued for international use and may be used both internationally and within the Jurisdiction. The Cardholder agrees to keep the Bank indemnified against all actions, proceedings, liability, claims, damages, losses, costs and expenses arising out of breach of any provision of this Agreement.

## 22. LIMITATIONS ON LIABILITY

The Bank will try to ensure that the Card is accepted when presented. However, the Bank will not be liable to the Customer and/or Cardholder for damages (including special, indirect or consequential damages) that may result if, for any reason, the Card is not accepted or the Customer and/or Cardholder is unable to access the Account.

## 23. RESPONSIBILITY FOR SERVICE

The Bank shall not be responsible for goods or services acquired through the use of the Card and shall not be liable if the Card is not honoured or a Cheque is not accepted, or the Account cannot otherwise be used at any time, or the Bank is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to any cause outside the control of the Bank, its agents, servants or sub-contractors or the International Provider. All claims, including any right of set-off by the Customer and/or Cardholder, and any dispute regarding any sales draft or credit voucher, or any Transaction involving a Card or Cheque or other use of the Account shall be settled directly between the merchant and Customer and/or Cardholder and shall have no effect on the Debt. In the case of such disputes, the Bank shall remain fully indemnified by the Customer and/or Cardholder in respect of any and all claims arising therefrom whether by the merchant or any third party. Any refund made by means of a credit issued by a merchant will be applied to the Account upon its receipt by the Bank from the merchant. Until a credit voucher is received by the Bank, the Debt is payable to the Bank in accordance with the provisions of this Agreement, and no claim by the Cardholder against the merchant may be the subject of set-off or counter claim against the Bank. The Bank shall not be liable for any accident, act of aggression, theft, loss or damage the Customer and/or Cardholder may suffer while using the Card at any ATM or other similar service whether on the Bank's premises or otherwise.

## 24. ASSIGNMENT OF OUR RIGHTS

The Bank may, at any time, sell, transfer or assign any or all of our rights under this Agreement. If the Bank does so, the Bank can share information concerning Customers and/or Cardholders and Accounts with prospective purchasers, transferees or assignees. In any such case, the Bank will ensure that they are bound to respect the Customer's and/or Cardholder's privacy rights in the same way that the Bank is.

## 25. COLLECTION AND USE OF PERSONAL INFORMATION

### Collecting your personal information

The Bank may from time to time collect financial and other information about the Customer and/or Cardholder such as:

- information establishing the Customer's and/or Cardholder's identity (for example, name, address, phone number, date of birth, etc.) and the Customer's and/or Cardholder's personal background;
- information related to Transactions arising from the Customer's and/or Cardholder's relationship with and through the Bank, and from other financial institutions;
- information the Customer and/or Cardholder provides on an application for any of the Bank's products and services;
- information for the provision of products and services; and
- information about financial behavior such as the Customer's and/or Cardholder's payment history and credit worthiness.

The Bank may collect and confirm this information during the course of its relationship with the Customer and/or Cardholder. The Bank may obtain this information from a variety of sources, including from the Customer and/or Cardholder, from service arrangements the Customer and/or Cardholder makes with or through the Bank, from credit reporting agencies and financial institutions, from registries, from references the Customer and/or Cardholder provides to the Bank and from other sources, as is necessary for the provision of the Bank's products and services.

The Customer and/or Cardholder acknowledges receipt of notice that from time to time reports about the Customer and/or Cardholder may be obtained by the Bank from credit reporting agencies, where available.

### Using Customer and/or Cardholder personal information

This information may be used from time to time for the following purposes:

- to verify the Customer's and/or Cardholder's identity and investigate his or her personal background;
- to open and operate the Customer's and/or Cardholder's account(s) including the Account and provide products and services the Customer and/or Cardholder may request;
- to better understand the Customer's and/or Cardholder's financial situation;
- to determine the Customer's and/or Cardholder's eligibility for products and services the Bank offers;
- to help the Bank better understand the current and future needs of its clients;
- to communicate to the Customer and/or Cardholder any benefit, feature and other information about products and services the Customer and/or Cardholder has with the Bank;
- to help the Bank better manage its business and the Customer's and/or Cardholder's relationship with it;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and
- as required or permitted by law.

### For these purposes, the Bank may:

- make this information available to its employees, its agents and service providers (including those persons and entities providing services under and in connection with RBC programmes described in this Agreement, such persons and entities being referred to herein as "RBC Rewards" or "Caribbean Miles"), wherever located, who are required to maintain the confidentiality of this information;
- share this information with other financial institutions; and
- give credit, financial and other related information to credit reporting agencies who may share it with others.

The service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

Upon the Customer's and/or Cardholder's request, the Bank may give this information to other persons.

The Bank may also use this information and share it with Royal Bank of Canada ("RBC") companies (i) to manage its risks and operations and those of RBC companies, (ii) to comply with valid requests for information about the Customer and/or Cardholder from regulators, government agencies, public bodies or other entities who have a right to issue such requests, and (iii) to let RBC companies know the Customer's and/or Cardholder's choices under "Other uses of Customer and/or Cardholder personal information" for the sole purpose of honouring the Customer's and/or Cardholder's choices.

The Customer and/or Cardholder acknowledges (i) that each RBC company and RBC Rewards Service Provider is bound by the laws of the jurisdiction in which it is located and of the jurisdiction(s) in which it conducts business, and accordingly (ii) that information received by an RBC company or the RBC Rewards Service Provider is necessarily subject to disclosure in accordance with the laws of such jurisdiction(s). If the Bank has the Customer's and/or Cardholder's relevant tax number, the Bank may use it for tax related purposes if the Customer and/or Cardholder holds a product generating income and share it with the appropriate government agencies, and the Bank may also share it with credit reporting agencies as an aid to identify the Customer and/or Cardholder.

### Other uses of Customer and/or Cardholder personal information

- The Bank may use this information to promote its products and services, and promote products and services of third parties it selects, which may be of interest to the Customer and/or Cardholder. The Bank may communicate with the Customer and/or Cardholder through various channels, including telephone or email, using the contact information the Customer and/or Cardholder has provided.
- The Bank may also, where not prohibited by law, share this information with RBC companies for the purpose of referring the Customer and/or Cardholder to them or promoting to the Customer and/or Cardholder products and services which may be of interest to the Customer and/or Cardholder. The Bank and RBC companies may communicate with the Customer and/or Cardholder through various channels, including telephone or email, using the contact information the Customer and/or Cardholder has provided.
- If the Customer and/or Cardholder also deals with RBC companies, the Bank may, where permitted by law, consolidate this information with information they have about the Customer and/or Cardholder to allow the Bank and any of them to manage the Customer's and/or Cardholder's relationship with RBC companies and the Bank's business. The Customer and/or Cardholder understand that the Bank and RBC companies are separate, affiliated corporations. RBC companies include the Bank's parent companies, affiliates and subsidiaries, wherever located, which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

The Customer and/or Cardholder may obtain access to the information the Bank holds about the Customer and/or Cardholder at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about the Bank's privacy policies, the Customer and/or Cardholder may do so now or at any time in the future by contacting the Customer's and/or Cardholder's branch.

### Our privacy policies

The Customer and/or Cardholder may obtain more information about the Bank's privacy policies by calling the Bank or by visiting the Bank's website at [www.rbc.com/privacysecurity](http://www.rbc.com/privacysecurity).

## 26. COLLECTION OF OUTSTANDING AMOUNTS DUE

For the purpose of collecting any sums for which the Customer and/or Cardholder is indebted to the Bank on the Account, the Customer and/or Cardholder hereby authorizes the Bank to seek the assistance of third parties including but not limited to debt collectors and to disclose to such parties information on the Account.

## 27. COSTS OF DEBT COLLECTION

In the event that the Bank hires an attorney-at-law or debt collection agency to collect any debt for which the Customer and/or Cardholder is liable to the Bank under this Agreement (the "Customer's debt"), the Customer will be liable for all the costs incurred by the Bank as a result of such hiring, subject to a percentage limit of the Customer's debt which is the subject of the collection, such percentage limit to be decided by the Bank. This liability for costs is in addition to and without prejudice to any order for costs made against the Customer in favour of the Bank by a court of competent jurisdiction in respect of a suit or action brought in such a court to recover the Customer's debt.

## 28. SIGNING OF CARD

Immediately on receipt of the Card, the Customer and/or Cardholder shall affix his signature on the signature panel provided at the back of the Card for that purpose. The Customer and/or Cardholder agrees to keep the Bank indemnified against all losses, costs and expenses arising out of any unauthorized use of the Card which has been facilitated by the failure of the Cardholder to affix his signature to the Card.

## 29. IMPORTANT INFORMATION FOR THE RBC REWARDS VISA PLATINUM CARDHOLDERS ONLY

**RBC REWARDS:** Some Cards allow the Customer and Cardholder to earn RBC Rewards™ points, which can be redeemed for gift cards, travel and other rewards. If the Customer and/or Cardholder has this type of Card, the RBC Rewards Terms and Conditions set out the terms of the Customer's and/or Cardholder's participation in the RBC Rewards programme. They are available for review at [www.rbcrewardscaribbean.com](http://www.rbcrewardscaribbean.com) and are subject to change without notice.

## 30. IMPORTANT INFORMATION FOR THE RBC CARIBBEAN AIRLINES CARDHOLDERS ONLY

**CARIBBEAN MILES PROGRAMME:** Immediately consequent on the opening of the Account, the Bank shall advise Caribbean Airlines Limited to open a Caribbean Miles account in the name of the Customer and/or Cardholder once such a Caribbean Miles account is not already in existence. The Caribbean Miles account of the Customer and/or Cardholder will be credited at the Statement Date with a number of miles, the calculation of which shall be based on a formula of one mile for each predetermined portion of net Purchases posted to the Account. Cash Advances, payments of Card balances, interest, service fees, disputed Transactions, fraudulent Transactions, Cheques, balance transfers or wire transfers do not qualify as Transactions for which Caribbean Miles can be earned. The Bank in its discretion shall determine if particular Transactions can qualify to earn Caribbean Miles and any such determination by the Bank shall be final and conclusive. The Bank shall have the right in its sole discretion at any time and from time to time to change without notice to the Customer and/or Cardholder the formula, or any part thereof, by which is calculated the miles rewarded to the Customer and/or Cardholder on the basis of the net Purchases. Where a refund of a Purchase is made by a merchant by means of the issuance of a credit to the Account and the Caribbean Miles account of the Customer and/or Cardholder was previously credited with miles awarded by the Bank for that Purchase, the Customer and/or Cardholder hereby authorizes and consents to the Bank recovering those miles by causing the number of miles to be debited from the Caribbean Miles account. The Bank reserves the right to apply minimum and/or maximum limits to the number of miles a Customer and/or Cardholder can earn for any period specified by the Bank and to do so without prior notice to the Customer and/or Cardholder.

The Customer and/or Cardholder expressly acknowledges and agrees that the mileage programme pursuant to which the Caribbean Miles account is opened, is owned and managed wholly and exclusively by Caribbean Airlines Limited, and that Caribbean Airlines Limited has sole responsibility for the said programme, and that neither the Bank, its parent, subsidiaries or affiliates shall be liable to the Customer and/or Cardholder or to any other person, in any manner whatsoever, in connection therewith, including but not limited to modification or termination of the said programme, changes to redemption levels, inability to redeem miles, or use of miles, or for any loss or damage occasioned thereby, and the Customer and/or Cardholder hereby releases, discharges and waives any claim against the Bank, its parent, subsidiaries or affiliates regarding any such loss or damage.

## 31. IMPORTANT INFORMATION FOR CREDIT CARD CARDHOLDERS OF RBC ROYAL BANK (TRINIDAD & TOBAGO) LIMITED

**CASH BACK REWARDS PROGRAMME:** Cash Back Rewards are earned quarterly, based on a percentage of net Purchases posted to the Account. Cash Advances, payments of Card balances, interest, service fees, disputed Transactions, fraudulent Transactions, Cheques, balance transfers or wire transfers do not qualify as Transactions for which rewards can be earned. The Bank in its discretion shall determine if particular Transactions can qualify to earn rewards and any such determination by the Bank shall be final and conclusive.

Where a refund of a Purchase is made by a merchant with a subsequent credit issued to the Account and a Cash Back Reward was already awarded by the Bank as a reward for that Purchase, the Customer hereby authorises and consents to the Bank recovering the value of the Cash Back Rewards issued for that Purchase. The Bank shall have the right in its sole discretion at any time and from time to time to change without notice to the Customer the percentage used to calculate the reward. The Bank shall arrange for the redemption of such rewards electronically. The Bank reserves the right to apply minimum and/or maximum limits to the value of the reward the Customer can earn for any period specified by the Bank and to do so without prior notice to the Customer.

The Customer expressly acknowledges that neither the Bank, nor its parent, subsidiaries or affiliates shall be liable to the Customer or to any other person, in any manner whatsoever, and the Customer hereby releases, discharges and waives any claim against the Bank, its parent, subsidiaries or affiliates regarding any such defect, failure, loss or damage.

## 32. INTERNATIONAL/FOREIGN CURRENCY TRANSACTIONS

All Card Transactions completed in a currency other than the currency of the Card will be converted and posted to the Account Statement in the currency of the Card. The International Provider will convert to U.S. dollars any international charge or credit made to the Account. The conversion will be pursuant to the specific International Provider's regulations in effect. The rate selected by the International Provider is determined from (i) a range of rates available from wholesale currency markets for the applicable central processing date and/or (ii) Government mandated rates in effect for the applicable central processing date. The International Provider may charge to the Bank international service fees and currency conversion fees. Accordingly the Bank may add a percentage mark-up to the exchange rate and/or apply a related international service fee to the Account, as may be determined by the Bank from time to time. The Bank will not assume any risk associated with foreign currency exchange gains or losses from currency conversions, resulting from the Customer's and/or Cardholder's use of the Card.

The Bank also reserves the right to apply a fee or maximum limit to the Account, as may be determined by the Bank from time to time, for Transactions made outside of the Jurisdiction regardless of whether the Transaction is made in a foreign currency or the currency of the Jurisdiction.

## 33. RESTRAINT OR CLOSURE OF ACCOUNT

The Bank reserves the right to freeze or close the Account and/or discontinue the use of the Card at any time with or without notice to the Customer and/or Cardholder, as appropriate, if required by law; or if the Bank has reasonable grounds to believe that the Customer and/or Cardholder did or may commit fraud, use the Account and/or the Card for any unlawful or improper purpose or operate the Account and/or the Card in a manner that it is not in keeping with the law; or if the Customer and/or Cardholder violates the terms and conditions of any agreement applicable to the Account or any Account related services of the Card. The Bank may also freeze or close the Account and/or discontinue the use of the Card if the Customer and/or Cardholder is a victim of fraud or identity theft in order to prevent future losses.

## 34. ALTERATION OF BENEFITS

The Bank reserves the right without prior notice to the Customer and/or Cardholder to add, change or withdraw any of the benefits of the Card that are additional to the obtaining of advances by use of the Card.

## 35. SUCCESSION AND ASSIGNMENT

This Agreement contains the continuing consent and agreement of the Customer and/or Cardholder and shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as permitted herein and shall enure to the benefit of the Bank and its successors and assigns. The Customer and/or Cardholder shall not be entitled to transfer or assign all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Bank (and/or any of its affiliates where necessary). The Bank may at any time without the prior approval or consent of the Customer and/or Cardholder transfer or assign all or any of its rights, benefits or obligations under this Agreement to any of its affiliates or any other person. The Bank may disclose to potential or actual transferees or assignees confidential information regarding the Cardholder (including any such information provided by the Customer and/or Cardholder to the Bank) and the Bank shall not be liable for any such disclosure.

## 36. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.

## 37. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Jurisdiction. Any disputes arising from or relating to this Agreement and/or the Customer's and/or Cardholder's relationship with the Bank will be brought exclusively before a competent court in the jurisdiction in which the Account is maintained.