



## 1. General

This RBC Royal Bank Credit Card Agreement sets out the terms under which the Cardholder may use the RBC Royal Bank Credit Card. It replaces all previous RBC Royal Bank Credit Card Agreements and also applies when the Cardholder has been issued a renewal or replacement Credit Card.

## 2. Definitions

2.1 In this Agreement:

“Account” means an account in the name of the Primary Cardholder maintained by the Bank in relation to the Card Transactions and includes a joint account applied for by more than one person.

“Account Statement” means your 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 Credit Card Agreement.

“Authorized User” means a person to whom the Bank has issued an additional Card on the Account at the Primary Cardholder’s or Co-Applicant’s request in accordance with clause 18.

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

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

“Cardholder” means the Primary Cardholder and, where the context requires, a Co-Applicant and/or an Authorized User.

“Cash Advance” means an advance of cash obtained by use of the Credit 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.

“Co-Applicant” means a joint account holder under the Account.

“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 balance 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.

“Primary Cardholder” means the person who has been nominated as such and in whose name the Bank has opened an Account and to whom Account Statements are provided.

“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

By signing this RBC Royal Bank Credit Card Agreement or using the RBC Royal Bank Card, the Cardholder acknowledges that:

- The Cardholder has read, understood and agrees with the terms and conditions of this RBC Royal Bank Credit Card Agreement;
- The Cardholder accepts the benefits and services provided automatically with the RBC Royal Bank Credit 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 RBC Royal Bank Credit Card at any time in its sole discretion provided that reasonable notice is given to the Primary Cardholder and a variation so notified shall be binding upon 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 Cardholder provided the application for such features is made by the Primary Cardholder. Where the Primary Cardholder applies for any of these optional features, the Bank may send the Primary 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 insurance 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 the 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 Cardholder’s monthly Account Statement. Subject to any applicable law and at the Bank’s discretion, the Bank may increase, reduce or cancel the Cardholder’s credit limit without giving notice to the Cardholder. The Cardholder agrees 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 Cardholder’s credit limit, without giving notice to the Cardholder. The Cardholder must immediately pay any amount over the credit limit, along with any applicable penalty fees.

## 9. Expiration of card

The 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 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 Cardholder is responsible for and must pay the amount owing.

## 10. Liability for debt

10.1 In this section 10, Cardholder means the Primary Cardholder and any Co-Applicant. For greater certainty, for the purposes of this section, Cardholder does not include an Authorized User.

10.2 The Cardholder is liable to the Bank for all Debt, including such incurred by an Authorized User and that which exceeds the credit limit, as well as Debt arising from any loss incurred by the Bank through the use of the Account. Where there is more than one Cardholder, each Cardholder shall be jointly and severally liable to the Bank for all Debt.

## 11. Payment option

11.1 In this section 11, Cardholder means the Primary Cardholder and any Co-Applicant. For greater certainty for the purpose of this section, Cardholder does not include an Authorized User.

11.2 The Debt will be paid by the Payment Deadline Date appearing on the Account Statement issued in the name of the Primary 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.

11.3 It is 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.

11.4 A 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 Cardholder designates for that purpose. A Cardholder may choose to pay the minimum payment or the new balance shown on the monthly Account Statement. A Cardholder may notify the Bank at any time that the Cardholder wishes to revoke the Cardholder authorization and, provided that the Bank has received such notice at least 5 days before the 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 and Mobile Banking Service, where available, before 6 pm 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. The Bank may in its sole discretion at any time modify its payment processing periods without prior notice to the Cardholder.

## 13. Interest

The Cardholder shall pay interest to the Bank on the Debt, as per the annual percentage rate notified to the Primary Cardholder 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 by 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 your Account Statement is calculated as follows:
  - The amount you owe 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 it 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, your 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 Cardholder under the terms of this Agreement. The Bank reserves the right to set off any Debt against any account(s) of the Cardholder with the Bank.

## 15. Fees and other charges

The Cardholder 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 Cardholder. 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 Primary Cardholder does not receive an Account Statement within 10 calendar days after the Statement Date, then the Primary 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 Primary Cardholder.

16.2 The Cardholder is responsible for the Debt, whether he receives an Account Statement or not.

16.3 With the Primary Cardholder’s consent, the Bank may provide the monthly Account Statements electronically through its online banking service. The Cardholder is responsible for reviewing the monthly Account Statement and checking all Transactions and payments. If the Cardholder thinks there is an error on the monthly Account Statement, the Cardholder must contact the Bank. If the Cardholder 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 Cardholder 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 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 cards

The Bank may on the written request of the Primary Cardholder or Co-Applicant issue additional Cards to such persons (the Authorized User). The Primary Cardholder and Co-Applicant understand that the Primary Cardholder and Co-Applicant shall be liable for all Debt incurred through the use of such Cards.

## 18. Authorized users

An Authorized User is a person to whom the Bank has issued a Credit Card on the Account at the Cardholder request. A Primary Cardholder or a Co-Applicant may add or remove Authorized Users, with or without the knowledge of the other Cardholders, by contacting the Bank; though the Bank may limit the number of Authorized Users on the Account. Authorized Users have the same ability to charge Transactions to an Account as the Cardholder does. However, Authorized Users have no responsibility to the Bank for any amounts owing for Purchases, Cash Advances, Cheques, fees and interest on the Account. If an Authorized User is responsible to the Cardholder for any of these amounts, the Cardholder will need to make arrangements with that Authorized User for repayment. It is the Cardholder’s responsibility to ensure that each Authorized User 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. The Bank may provide Authorized Users 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.

### Obligations as an Authorized User

By signing, using or activating a Credit Card in his or her name, an Authorized User agrees to be bound by all of the terms and conditions of this Agreement except that an Authorized User will not be responsible for the payment of any amounts owing in respect of Purchases, Cash Advances, Cheques, fees or interest 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 Cardholder, without in any case affecting the Cardholder’s obligations to the Bank, which shall continue in force. The 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 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 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, or to any other person in accordance with Section 17, at any time upon the written request of the Primary Cardholder.

## 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 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 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 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 Cardholder's acceptance of such amendment. The Primary Cardholder may terminate this Agreement by written notice to the Bank. Where the Primary Cardholder 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 Primary Cardholder or Co-applicant has with the Bank and use them to pay the amount owing on the Account, without notice to the Cardholder.

## 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 a 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 for damages (including special, indirect or consequential damages) that may result if, for any reason, the Cardholder's Card is not accepted or the Cardholder is unable to access the Account.

## 23. Responsibility for service

The Bank shall not be responsible for goods or services acquired through 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 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 Cardholder and shall have no effect on the Debt. In the case of such disputes, the Bank shall remain fully indemnified by the 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 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 Cardholders and Accounts with prospective purchasers, transferees or assignees. In any such case, the Bank will ensure that they are bound to respect Cardholder 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 Cardholder such as:

- information establishing the Cardholder's identity (for example, name, address, phone number, date of birth, etc.) and the Cardholder's personal background;
- information related to Transactions arising from the Cardholder's relationship with and through the Bank, and from other financial institutions;
- information the 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 Cardholder's payment history and credit worthiness.

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

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

### Using Cardholder personal information

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

- to verify the Cardholder's identity and investigate his or her personal background;
- to open and operate the Cardholder's account(s) including the Account and provide products and services the Cardholder may request;
- to better understand the Cardholder's financial situation;
- to determine the 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 Cardholder any benefit, feature and other information about products and services the Cardholder has with the Bank;
- to help the Bank better manage its business and the 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 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 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 Cardholder's choices under "Other uses of Cardholder personal information" for the sole purpose of honouring the Cardholder's choices.

The 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 Cardholder's relevant tax number, the Bank may use it for tax related purposes if the 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 Cardholder.

### Other uses of 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 Cardholder. The Bank may communicate with the Cardholder through various channels, including telephone or email, using the contact information the Cardholder has provided.
- The Bank may also, where not prohibited by law, share this information with RBC companies for the purpose of referring the Cardholder to them or promoting to the Cardholder products and services which may be of interest to the Cardholder. The Bank and RBC companies may communicate with the Cardholder through various channels, including telephone or email, using the contact information the Cardholder has provided.
- If the Cardholder also deals with RBC companies, the Bank may, where permitted by law, consolidate this information with information they have about the Cardholder to allow the Bank and any of them to manage the Cardholder's relationship with RBC companies and the Bank's business. The Cardholder understands 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 Cardholder's right to access their personal information

The Cardholder may obtain access to the information the Bank holds about the 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 Cardholder may do so now or at any time in the future by contacting the Cardholder's branch.

### Our privacy policies

The 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 Cardholder is indebted to the Bank on the Account, the 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 Cardholder is liable to the Bank under this Agreement (the "Cardholder's debt"), the Cardholder will be liable for all the costs incurred by the Bank as a result of such hiring, subject to a percentage limit of the Cardholder'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 Cardholder 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 Cardholder's debt.

## 28. Signing of card

Immediately on receipt of the Card, the Cardholder shall affix his signature on the signature panel provided at the back of the Card for that purpose. The 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 Primary Cardholder to earn RBC Rewards points which can be redeemed for gift cards, travel and other rewards. If the Primary Cardholder has this type of Card, the RBC Rewards Terms and Conditions set out the terms of the Primary 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 Primary Cardholder once such a Caribbean Miles account is not already in existence. The Caribbean Miles account of the Primary 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 Primary Cardholder the formula, or any part thereof, by which is calculated the miles rewarded to the Primary 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 Primary Cardholder was previously credited with miles awarded by the Bank for that Purchase, the Primary Cardholder hereby authorises 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 Cardholder can earn for any period specified by the Bank and to do so without prior notice to the Cardholder.

The 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 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 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 holders of

### RBC Royal Bank (Trinidad & Tobago) Limited:

**CASH BACK REWARDS PROGRAMME:** Where available, 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 Primary Cardholder 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 Primary Cardholder 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 Primary Cardholder can earn for any period specified by the Bank and to do so without prior notice to the Primary Cardholder.

The Cardholder expressly acknowledges that neither the Bank, its parent, subsidiaries or affiliates shall be liable to the Cardholder or to any other person, in any manner whatsoever, and the Cardholder 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 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 Cardholder, as appropriate, if required by law; or if the Bank has reasonable grounds to believe that the 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 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 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 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 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 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 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 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 Cardholder's relationship with the Bank will be brought exclusively before a competent court in the jurisdiction in which the Account is maintained.