

RBC Royal Bank® Prepaid Gift Card Agreement (Avion Rewards™)



Royal Bank

WHAT THIS AGREEMENT COVERS

This Agreement, including the “Important Information on Using Your Card” section below, sets out the terms of use for our promotional non-reloadable Visa® prepaid cards purchased through Avion Rewards® (the “Card”). Your Card is issued by Royal Bank of Canada. When this Agreement refers to “you” or “your,” it means the person who purchases, and to whom we issue, the Card, as well as any person who uses it. When this Agreement refers to “we,” “our” or “us,” it means Royal Bank of Canada. This Agreement explains your rights and duties. The signing, registration or use of a Card means that you have received and read this Agreement, and agree to and accept all of its terms. This Agreement also serves as confirmation that you have consented to being provided with the Card.

Using Your Card

This Card, the Card balance or any other record relating to the Card:

- (a) is not refundable and may not be cancelled by you;
- (b) is not a deposit with us or related to or connected in any way with a bank account with us;
- (c) does not constitute evidence of indebtedness or liability by us to you, except to honour transactions initiated with the Card as provided for in this Agreement; there is no interest payable to you on any Card balance; and
- (d) is not insured by the Canada Deposit Insurance Corporation.

This Card may only be used by the person who purchased this Card or as directed by you, including by any person you gift it to. If you gift this Card, or permit another person to use it, you agree that you have received and read this Agreement, and agree to and accept all of its terms, including the terms in this paragraph. If you gift this Card, or permit another person to use it, you are responsible for ensuring such person complies with, the terms set out in this Agreement, including in relation to: (i) the fees and charges applicable to the Card, (ii) protection against and liability for unauthorized use, and (iii) any notices or amendments that we may send from time to time. You must also provide such person with a copy of the Agreement and any amendments that we send to you. It can also be viewed online at any time at www.myrbcprepaid.com. Once the Card is signed it is non-transferable. Do not sign the Card if you intend to give it as a gift to another person. The Card balance does not expire. You can use your Card and your Card number for any permitted purpose, including paying for goods and services, in person, over the phone, online or by mail order. You may not use your Card or “cashback” transactions in which a merchant charges you an amount greater than the price of the goods or services purchased. This Card cannot be used to withdraw cash at an ATM or to receive any other cash withdrawal at a financial institution. You may not use your Card or your Card number for any illegal, improper or unlawful purpose. We also reserve the right to prevent your Card or your Card number from being used for certain types of transactions as determined by us, including transactions connected to Internet gambling.

Protection Against Unauthorized Use

If someone uses your Card or your Card number to make a purchase or otherwise obtain the benefits of your Card, you will be fully liable for all charges incurred in connection with such use except in cases of fraudulent or unauthorized use. You will not be responsible for charges to your Card as a result of the fraudulent and unauthorized use provided that you (i) are able to establish to our reasonable satisfaction that you have taken reasonable steps to protect your Card against loss or theft, (ii) cooperate fully with our investigation, and (iii) did not contribute to the unauthorized use of the Card or Card number. Treat this Card as you would cash, and contact us immediately if your Card is lost or stolen or if someone else may know your Card number. “Unauthorized use” means use by a person other than you who does not have actual, implied or apparent authority for such use, and from which you do not receive any benefit.

Problems with a Purchase

If you have problems with anything you buy using your Card or your Card number, you must settle the problem directly with the store or merchant. In some circumstances, we may be able to provide assistance in resolving disputed or declined transactions.

Limitations on Our Liability

We try to ensure that your Card and Card number are accepted when presented. However, we will not be liable to you, or any user of the Card, for damages (including special, indirect or consequential damages) that may result if, for any reason, your Card or Card number is not accepted or you are unable to access your balance or any information about your Card.

Amending or Cancelling this Agreement

We may amend this Agreement at any time. If we increase a fee or establish a new fee, we will let you know by sending a notice to the most recent address we have for you at least 30 days in advance and by posting online at www.myrbcprepaid.com at least

60 days in advance. If we make any other type of amendment, we will let you know at least 30 days in advance by posting this information online at www.myrbcprepaid.com or, at our discretion, by sending you a written or electronic notice. If your Card or Card number is used after the Agreement is amended, it will mean you accept the amendments we have made. We may cancel this Agreement at any time without telling you in advance if we reasonably believe that (i) your Card or Card number is being or is likely to be misused; or (ii) you are in breach of this Agreement. In all other instances, we will let you know at least 30 days in advance by posting online at www.myrbcprepaid.com or, at our discretion, by sending you written or electronic notice, and you will be able to receive the balance on your Card by contacting us. This Agreement will also terminate when the balance on your Card is or becomes zero.

Complaints

If you have a complaint, you may call us at 1-855-228-8885 or visit your local branch. Our complaint resolution process is explained in our brochure “How to Make a Complaint”. You may obtain a copy of this brochure at any of our branches, by calling the toll-free number shown above, or online at www.rbc.com/customercare.

All banks must comply with a variety of federal consumer laws that protect you. The Financial Consumer Agency of Canada (FCAC) supervises all federally regulated financial institutions for compliance with federal consumer protection laws. The FCAC does not resolve individual customer complaints, but will determine whether we are in compliance. If you believe that your complaint relates to a violation of federal consumer protection laws, you may submit your complaint. If you have a complaint about a potential violation of federal consumer protection laws, please contact us or you may contact the FCAC in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9. You may contact them at 1-866-461-3222 (English) or 1-866-461-2232 (French), or through their website at www.fcac-acfc.gc.ca.

Interpreting and Enforcing this Agreement

This Agreement will be interpreted in accordance with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where you reside shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

In Quebec

Both of us, you and we, have requested that this Agreement and any related documents be written in English. *Les parties à la présente convention, soit vous et nous, ont demandé que cette convention et tout document connexe soient rédigés en anglais.*

PROTECTING YOUR PRIVACY

Collecting your personal information

We may from time to time collect financial and other information about you such as (a) information establishing your identity (for example, name, address, phone number) and your personal background; (b) information related to transactions arising from your relationship with and through us, and from other financial institutions; (c) information you provide when acquiring any of our products and services; and (d) information for the provision of products and services. We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you and from other sources, as is necessary for the provision of our products and services.

Using your personal information

This information may be used from time to time for the following purposes in connection with your Card: (a) to verify your identity and investigate your personal background; (b) to operate your Card and provide you with services you may request; (c) to communicate to you any benefit, feature and other information; (d) to operate the Card through the payment card network; (e) to help us better manage our business and your relationship with us; and (f) as required or permitted by law. For these purposes, we may (i) make this information available to our employees, our agents and service providers, who are required to maintain the confidentiality of this information; and (ii) share this information with other financial institutions. In the event our service provider is located outside Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which that service provider is located. Upon your request, we may give this information to other persons. We may also use this information and share it with our subsidiaries (i) to manage our risks and operations and those of our subsidiaries; and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

Your right to access your personal information

You may obtain access to the information we hold about you 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. You may contact us to request access to your information.

Our privacy policies

Learn more about our privacy policies by visiting www.rbc.com/privacysecurity/ca.

IMPORTANT INFORMATION ON USING YOUR CARD

Read this section carefully as it contains important information about using your Card and is part of your Agreement with us.

What fees and charges are applicable to my Card?

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| Agent Assisted Call Fee | A \$2 fee is charged when you call us and you are assisted by a live agent. This fee will be waived if you are calling to report a disputed transaction, a lost or stolen Card or unauthorized use of your Card or Card number. There is also no fee to check your balance online or through our automated phone system. |
| Replacement Card Fee | A \$15 fee is charged to replace a Card for any reason, including if the Card is about to expire or has expired. You must register your Card in order for us to replace it. |
| Inactivity Fee | A \$2.50 monthly inactivity fee is charged after 12 months of consecutive inactivity. Your Card will be considered inactive in any month where there are no debit or credit transactions (excluding the inactivity fee) on your Card. |
| Foreign Currency Conversion | Transactions in a foreign currency will be converted into Canadian dollars no later than the date we post the transaction to the Card at an exchange rate that is 2.5% over a benchmark rate Royal Bank of Canada pays the payment card company on the date of the conversion. |

Why should I register my Card?

It is important to register your Card at www.myrbcprepaid.com. **You must register your Card in order for us to replace it should your Card be lost or stolen.** This will better protect your security by preventing someone else from registering your Card and reducing the possibility that someone else may access your balance and transaction information. In addition, some retailers will only allow you to make online purchases if you have registered your Card.

How and why should I check my Card balance?

The initial Card balance will be shown on the Card or the original Card packaging that came with your Card. You can check the Card balance at any time online at www.myrbcprepaid.com or by contacting us at 1-855-228-8885. It is important to know your Card balance because merchants are unable to check it for you. Each time you use the Card, the total purchase amount is deducted from the Card balance. The Card balance also is reduced when any of the fees are charged.

Your Card can only be used if the balance on your Card is sufficient to cover your transaction. Otherwise, the transaction will be declined. However, if due to a systems malfunction or for any other reason a transaction occurs despite there being an insufficient balance on your Card, you will owe us the amount above the Card balance. You agree to reimburse us, upon request, for the amount by which the transaction exceeded your available balance.

How and why should I check my transaction history?

You can check your transaction history at any time online at www.myrbcprepaid.com or by contacting us at 1-855-228-8885. It's up to you to review your transaction history and to check all transactions. If you think there is an error in your transaction history, you must contact us. If you do not contact us within 30 days of the transaction date, the transaction history and our records will be considered correct and you may not later make a claim against us in respect of any charges on the Card.

What happens if my Card is about to expire or has expired?

While the funds on your Card will not expire, your Card has an expiry date because merchants need that information to process your transactions. Your Card expires at the end of the month shown on the Card. You must not use your Card or your Card number if your Card has expired. You may request a replacement Card at any time with a new expiry date by contacting us as long as you still have funds on your Card. A \$15 fee will apply. The remaining balance on your original Card will be placed on your new Card.

What happens if my Card gets lost, stolen or misused?

You must register your Card in order for us to replace it should your Card be lost, stolen or misused. You must also contact us immediately:

- if your Card is lost, stolen or misused;
- if you suspect that someone else is using your Card or your Card number; or
- if you suspect that your Card is missing.

Once you have told us that your Card has been lost, stolen or misused, we will be able to prevent use of the Card and the Card number. We can also block use of your Card and prevent use of your Card number without telling you if we suspect unauthorized or fraudulent use of the Card or the Card number.

Can I travel with my Card? How do foreign currency transactions work?

The balance on this Card is in Canadian dollars and we will bill you in Canadian currency. Your Card can be used while travelling outside Canada. However, because some merchants may not be familiar with this type of card, we recommend that you have another form of payment (credit card, debit card, cash or traveller's cheques) when making purchases. We will show the exchange rate for each transaction on your transaction history.

Can I use my Card for services such as hotel reservations, car rentals, restaurants or fuel purchases?

Yes. However, some merchants require that a temporary hold be placed on funds. This is normal practice for merchants accepting credit or prepaid cards to ensure that you have sufficient funds to pay for the final anticipated amount of the purchase. Some merchants, such as hotels, car rental agencies or cruise lines, will hold your funds until the end of your trip. We recommend that you do not use your Card for reservations to ensure that your Card balance is not affected by the hold, which may be weeks or months in the future. Other merchants, such as restaurants or others that require a tip or extra charge, will hold up to 20% in addition to the price of the goods or services you are purchasing. These types of holds can take several days to clear. For these merchants, it is important to know your Card balance so that you know whether your Card has sufficient funds to cover both the transaction and the hold, or whether you will need to make a split payment. Your Card cannot be used to pay for fuel at "pay at the pump" kiosks, but can be used to pay for fuel in-store.

Can I make a "split payment" on my Card?

Most merchants are able to handle multiple forms of payment for the same purchase. To purchase merchandise that costs more than the balance on your Card, let the merchant know in advance that you will be splitting the payment; i.e. part of your transaction will be paid with the Card and the remainder with another form of payment (such as credit card, debit card or cash). It is important for you to know the available balance on your Card because merchants are unable to check the balance for you and you will need to tell the merchant the amount that you would like to have paid by your Card. You can check your balance online at www.myrbcprepaid.com or by contacting us at 1-855-228-8885. Some merchants will not let you make a split payment, or make a split payment with two prepaid cards.

What happens if I am issued a refund?

If a merchant issues a refund to you, we will increase the balance available on your Card by the amount of the refund. If you use your Card or your Card number for a transaction in a foreign currency and the merchant gives you a refund, the charge and the credit will not balance exactly because of exchange rate and currency fluctuations. For merchandise returns, deal directly with merchants. In all cases, be sure to keep your Card and purchase receipts (even after the balance is depleted) as you may be asked to present them in order to process the refund or return.

Can I reload my Card?

The Card cannot be reloaded.

Can I make recurring payments with my Card?

Because this Card is non-reloadable, you cannot make recurring payments with your Card. These payments will not be authorized by the merchant.

How do I contact you?

If you need help or have questions about your Card, please call us toll-free at 1-855-228-8885 within Canada or the United States.



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