## **RBC Royal Bank<sup>®</sup> Online Application Terms and Conditions**

Please review the following RBC Royal Bank Online Application Terms and Conditions (the "**Terms and Conditions**"). You must read them, check the tick box that you agree to be bound by them, and select "**Submit Your Application And Continue**" to confirm you agree with them before proceeding with this application.

In these Terms & Conditions: "**You**" and "**Your**" mean the applicant(s) and "**we**," "**us**" and "**our**" mean Royal Bank of Canada (the Bank) if your account is with the Bank, Royal Bank Mortgage Corporation (RBMC) if your account is with RBMC, Royal Trust Corporation of Canada (RTCC) if your account is with RTCC or The Royal Trust Company (RTC) if your account is with RTC.

#### A paper copy of the Terms and Conditions will be provided to you.

A copy of the Terms and Conditions, as amended from time to time, will be available in Online Banking under the "Legal" button in the Web page footer.

An electronic copy of the RBC Royal Bank Disclosures and Agreements related to Personal Deposit Accounts can be accessed on our website at <u>https://www.rbcroyalbank.com/onlinebanking/servicech.html</u> and in Online Banking under the "Legal" link at the bottom of the page.

### PART A: TERMS FOR PERSONAL DEPOSIT ACCOUNT APPLICATION

### I. Definitions for Part A

**"eSignature"** means a signature whereby you sign your name on a touch-enabled device using your finger or a stylus;

"Message Centre" means our online communication centre located in Online Banking and where encrypted communications may be transmitted between you and us;

"**Notifications**" means notices that we are required by law to send you in writing including changes to the account agreement, increases in fees and the introduction of new fees applicable to your personal deposit account. If you are converted to or you switch to a new account type, Notifications include the account disclosures, agreements and any interest rate applicable to the new account type;

"Online Banking" means our online banking service; and

"Statements" means monthly account statements relating to your personal deposit account.

#### II. Enroll for Online Banking

If you are not already enrolled in Online Banking, and the statement or notification delivery option for any of your accounts is electronic, then you agree that you will enroll in Online Banking. In addition, you agree that you will stay enrolled in Online Banking during the time that your statement or notification delivery option is electronic.

## III. Changes to the Terms and Conditions

We may change the Terms and Conditions, other than those terms required by law, by providing you with written or electronic notice, including by providing you with notice (i) in your electronic Statement, (ii) in the Message Centre or elsewhere in Online Banking, or (iii) sent to the email address you last provided via Online Banking or to your mailing address last appearing on our records. If you access Online Banking after the effective date of the change, it will mean that you have agreed and consented to the change.

## IV. Language

You and we have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. *Vous et nous avons expressément demandé que cette entente et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise. (Quebec only / Québec seulement).* 

### V. Governing Law

The Terms and Conditions will be exclusively governed by the laws of the Province or Territory in which you live. You and we agree that the courts of the Province or Territory specified above shall have exclusive jurisdiction over each of us for the determination of any matters arising out of the Terms and Conditions.

# VI. Consent to Receive Electronic Delivery of Statements and Notifications for Personal Deposit Account (the "PDA E Consent")

As this account has been designated to receive electronic Statements and Notifications, we will provide you with Statements and Notifications in electronic form provided that you consent to receive them in electronic form.

- 1. Consent to Receive Electronic Delivery of Statements and Notifications. You consent to receive Statements and Notifications in electronic form in Online Banking. If you are converted to or you switch to a new account type, Notifications includes the account disclosures, agreements and any interest rate applicable to the new account type.
- 2. Electronic Delivery Process. You acknowledge that:
  - (a) Through links in Online Banking and links in messages to the Message Centre, you can access any electronic Statements that are currently in your archive of Statements.
  - (b) Important information about your personal deposit account and certain

Notifications may appear on the Statements themselves. All other Notifications will be sent through the Message Centre or through links in messages to the Message Centre.

- (c) Your consent to electronic Statements and Notifications takes effect immediately.
- (d) We will notify you when new electronic Statements and certain electronic Notifications are available by sending messages to the Message Centre or through links in messages to the Message Centre.
- (e) In addition to the notification in section 2(d) above, you may select to have an email sent to the personal email account you specify in Online Banking, advising you that an electronic Statement is available. If you have requested email notification, you acknowledge and agree that email is not secure or reliable, and may not be received by you in a timely manner or at all.
- 3. Notification Options. If you would like a paper copy of your Notification, you may contact us at 1-800-ROYAL<sup>®</sup> 1-1 (1-800-769-2511), send us a message through the Message Centre or visit a Branch.
- 4. **Document Options.** You can change the preference from electronic to paper Statements and Notifications for the account at any time by contacting any RBC Royal Bank branch or by calling 1-800-769-2511. This change can also be made by clicking on the View and Manage Documents link in Online Banking.
- 5. **Contact Information.** You will advise us of any changes to your contact information that you have provided in connection with Online Banking.
- 6. Availability. During the time that this account has been designated to receive electronic Statements, your electronic Statements will be available for up to 7 years as long as your account remains open and you continue to be enrolled in Online Banking. The electronic Notifications will be available in the Message Centre for up to 90 days from the date we first notify you in the Message Centre, unless deleted by you. It is your responsibility to retain a copy of each document by printing or saving a copy while it is available to view in Online Banking. We can provide you with a paper copy of any Statement that you have received electronically at our standard fee, if applicable.
- 7. **Technical Requirements.** All electronic Statements and some electronic Notifications are presented as PDF files and require you to have Adobe<sup>‡</sup> Reader<sup>‡</sup> software installed on your computer. We do not own or operate, and are not responsible for, Adobe Reader software.
- 8. **Review your Electronic Statement.** You are required to review your electronic Statement. If you think there is an error, you must contact us within 45 days from the date of your electronic Statement or we will consider our records to be correct.
- 9. **Provision of Paper.** We may provide you with paper Statements and Notifications if we deem it appropriate or if we are unable to provide you with them electronically.

## VII. Agreement Relating to eSignatures

You may choose to provide us with your signature on the documents required for opening your personal deposit account by using an eSignature. If you choose to use an

eSignature, then you agree that you will only provide us with your eSignature using a stylus or your finger on the touch-enabled device and that such eSignature shall be legally binding.

## PART B: COLLECTION AND USE OF PERSONAL INFORMATION

## I. Collecting your Personal Information

We may from time to time collect financial and other information about you such as:

- 1. information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- 2. information related to transactions arising from your relationship with and through us, and from other financial institutions;
- 3. information you provide on an application for any of our products and services;
- 4. information for the provision of products and services; and
- 5. information about financial behaviour such as your payment history and credit worthiness.

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, from service arrangements you make with or through us, from credit reporting agencies and financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services.

# You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit reporting agencies.

## II. Using Your Personal Information

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

- 1. to verify your identity and investigate your personal background;
- 2. to open and operate your account(s) and provide you with products and services you may request;
- 3. to better understand your financial situation;
- 4. to determine your eligibility for products and services we offer;
- 5. to help us better understand the current and future needs of our clients;
- 6. to communicate to you any benefit, feature and other information about products and services you have with us;
- 7. to help us better manage our business and your relationship with us;
- 8. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- 9. as required or permitted by law.

For these purposes, we may:

- 1. make this information available to our employees, our agents and service providers, who are required to maintain the confidentiality of this information;
- 2. share this information with other financial institutions; and
- 3. give credit, financial and other related information to credit reporting agencies who may share it with others.

In the event our service provider is located outside of Canada, 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 your request, we may give this information to other persons.

We may also use this information and share it with RBC companies (a) to manage our risks and operations and those of RBC companies, (b) 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, and (c) to let RBC companies know your choices under "*Other uses of your personal information*" for the sole purpose of honouring your choices.

If we have your social insurance number, we may use it for tax related purposes if you hold a product generating income and share it with the appropriate government agencies, and we may also share it with credit reporting agencies as an aid to identify you.

### III. Other Uses of Your Personal Information

We may use this information to promote our products and services, and promote products and services of third parties we select, which may be of interest to you. We may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided.

We may also, where not prohibited by law, share this information with RBC companies for the purpose of referring you to them or promoting to you products and services which may be of interest to you. We and RBC companies may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided. You acknowledge that as a result of such sharing they may advise us of those products or services provided.

If you also deal with RBC companies, we may, where not prohibited by law, consolidate this information with information they have about you to allow us and any of them to manage your relationship with RBC companies and our business.

You understand that we and RBC companies are separate, affiliated corporations. RBC

companies include our affiliates 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.

You may choose not to have this information shared or used for any of these "Other uses" by contacting us as set out below, and in this event, you will not be refused credit or other services just for that reason. We will respect your choices and, as mentioned above, we may share your choices with RBC companies for the sole purpose of honouring your choices regarding "*Other uses of your personal information*".

## IV. 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. To request access to such information, to ask questions about our privacy policies or to request that the information not be used for any or all of the purposes outlined in "*Other uses of your personal information*" you may do so now or at any time in the future by:

- 1. contacting your branch; or
- 2. calling us toll free at 1-800 ROYAL<sup>®</sup> 1-1 (1-800-769-2511).

## V. Our Privacy Policies

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll free number shown above or by visiting our web site at www.rbc.com/privacysecurity

## VI. Use of E-mail Address

By choosing to submit your application electronically and providing us with your e-mail address:

- 1. You agree that we may use it in accordance with these Terms and Conditions and any other agreement between you and us; and
- 2. You request us to send you e-mails with the information required to complete your account open request, including:
  - confirming receipt of your account open request, providing your specific reference number and describing next steps;
  - notifying you of any delay in processing your account open request, including outlining omissions, corrections or changes required to proceed or actions required to complete your request;
  - providing you with access to electronic signing if you choose to use eSignatures; and
  - confirming successful account opening and providing information options

available to access your account.

## PART C: TRADEMARKS

®/<sup>™</sup> Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada. Royal Trust Corporation of Canada and The Royal Trust Company are licensees of the trademark.