

# CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

## ***PLEASE READ THIS NOTICE CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.***

In this Consent to Receive Electronic Communications, “we,” “us” and “our” refer to RBC Bank, and “you” and “your” refer to (i) in the case of personal (consumer) accounts, the individual who has enrolled in Online Banking in connection with one or more RBC Bank accounts (including any joint account owners), or (ii) in the case of non-consumer (for example, business, estate or trust) accounts, the entity which has enrolled in Online Banking in connection with one or more RBC Bank accounts titled in the entity’s name (and the entity hereby represents and warrants that such enrollment was done, and this Consent to Receive Electronic Communications is given, by a duly authorized representative or fiduciary on behalf of the entity). “Accounts” is a collective reference to various accounts, products and services you have with us now or in the future, including but not necessarily limited to deposit accounts (such as checking, savings, money market and CDs), and credit accounts (such as loans, credit cards and lines of credit).

When you acknowledge your agreement to this Consent to Receive Electronic Communications, you are agreeing to receive the following types of communications (the “Communications”) electronically:

- the RBC Bank Service Agreement and Disclosure Statement for Online Banking Services (*scroll down to view the current version*);
- notices of any changes in the terms of the RBC Bank Service Agreement and Disclosure Statement for Online Banking Services or this Consent to Receive Electronic Communications; and
- any other information relating to our Online Banking services, including but not limited to special notices concerning activity in your Accounts that are available only in electronic form (such as email and text alerts).

***Please note that all of the types of Communications described above are available only in electronic form and not in paper form. If you do not indicate your consent to receive these Communications in electronic form, or if you initially provide your consent but later withdraw it, you will not be permitted to access any of our Online Banking services or (in the case of withdrawal of consent) your access will be terminated. However, your Accounts will not otherwise be affected by whether or not you consent to receive Online Banking Communications electronically. You may receive periodic statements and certain other information about those Accounts either in paper form or electronic form (e.g., “eStatements”) by separately notifying us of your preference.***

We may deliver Communications to you by any of the following methods, which we may select or offer to you at our discretion:

- by sending the Communications to an email address you have provided to us, or by sending a message to such address containing a link through which you may log in to your Online Banking account and view the Communications;
- by posting a notice in the Online Banking service, directing you to the location where you may find the Communications within the service;
- by sending the Communications to a wireless device you have designated; or
- by any other electronic means we have agreed upon with you.

You agree that delivery of Communications by any of the above methods will comply with any legal, regulatory or contractual requirements that we send you the Communications “in writing” or words of similar meaning, and that the electronic versions of any such Communications will have the same legal effect as if they were provided in paper form. Even if you have consented to receive electronic Communications, in our discretion we may from time to time send paper copies of certain Communications to any mailing address we have for you in our records, either in addition to or in lieu of providing electronic versions.

You agree to provide us with your current email address and to promptly notify us of any changes to your email address by calling **1-800-769-2553**, or by sending us a message through the “Customer Service” tab within Online Banking. Similarly, if we offer delivery to wireless devices and you provide us a phone number for that purpose, you must keep it updated. If you give us an incorrect email address or phone number or fail to keep it updated, you agree that any Communications we may make available or attempt to send through any of the methods described above will be deemed to have been provided to you in a timely manner.

Communications that we make available through Online Banking will remain accessible for a period of time which we may establish in our discretion and which may vary with the type of Communication.

To electronically receive the Communications, you will need a computer or other device with internet access, a compatible web browser and, for some types of Communications and optional electronic services such as eStatements, a PDF file reader. Compatible browsers include the most current version (and typically one or more prior versions) of all major browsers in widespread use. You will also need access to a printer or the ability to download information to keep copies for your records. When you acknowledge

your agreement to this Consent to Receive Electronic Communications, you are indicating that you have the capability to access the Communications electronically and to download or print copies for your records.

For customer service or technical assistance regarding electronic Communications, call **1-800-769-2553** or send us a message through the “Customer Service” tab within Online Banking.

You may withdraw your consent to receive Communications electronically at any time. If you do this, we will need a reasonable time to implement your instructions and, as noted above, we will terminate your access to Online Banking but your Accounts will otherwise remain unaffected. You may withdraw your consent through Online Banking or by calling us at **1-800-769-2553**. We may, but are not required to, treat an invalid email address and/or phone number as a withdrawal of your consent to receive electronic Communications.

We charge no fee for providing electronic Communications, nor is there any fee to withdraw your consent to receive the Communications electronically. Other than the termination of your Online Banking access and receipt of future communications in paper form, your accounts will remain unaffected. If you elected to receive e-statements as part of Online Banking, the termination of your Online Banking Access would result in your future statements being provided to you in paper form. Your monthly maintenance fee will increase to the monthly maintenance fee with paper statements fee amount outlined in the Personal Schedule of Fees. Also, the termination of Online Banking will result in your no longer having access to electronic copies of past statements; you may call customer service at **1-800-769-2553** to request a copy. Statement copy fees and research fees will apply. Please see the fee amount outlined in the Personal Schedule of Fees.

This Consent to Receive Electronic Communications applies only to Communications you receive from us. Any notices or communications which you are required to send to us in writing, whether pursuant to our agreements with you or under applicable law, must still be mailed in paper form to the applicable address we have provided to you, unless (i) our agreements expressly state that we will accept a particular type of notice or communication through an alternate method, or (ii) we have separately agreed with you to accept delivery through an alternate method.

When you acknowledge your agreement to this Consent to Receive Electronic Communications, you are indicating your consent to all of the terms and conditions set forth above.

## **RBC Bank Service Agreement and Disclosure Statement for Online Banking Services**

### **ACCEPTANCE OF AGREEMENT**

The first time that you or any other person on your behalf access Online Banking through use of your Username and Password, and each time any of you access Online Banking thereafter, you will be: (i) signifying that you have read, understood and agreed to be bound by the terms and conditions of this Agreement; and (ii) acknowledging that this Agreement supersedes and replaces any prior terms and conditions governing your Online Banking service with us or any predecessor institution.

### **ONLINE BANKING GENERAL TERMS AND CONDITIONS**

**Definitions.** In this Agreement the following words will have the meanings given to each as set forth below. Other terms may be defined in the sections of the Agreement in which they are first used.

- “Agreement” is this Service Agreement and Disclosure Statement for Online Banking Services and all amendments thereto from time to time.
- “Biller” is the entity or person to which you wish a bill payment to be directed, or the entity or person from which you receive electronic bills, as the case may be.
- “Business Day” is any day Monday through Friday, excluding banking holidays.
- “Consumer” means a natural person using an account primarily for personal, family or household purposes. *See below for the definition of “non-consumer.”*
- “Cross-Border Online Transfers,” as described further in the section of this Agreement bearing that heading, is an optional feature of Online Transfers that allows you to make certain types of fund transfers between your Subscriber Accounts with us and your accounts with our Canadian affiliate RBC Royal Bank.
- “Customer Service Hours” are 7:00 a.m. to 11:00 p.m. Eastern time, seven days a week, subject to change in our discretion.
- “Due Date” is the date reflected on your Biller statement for which the payment is due; it is not the late payment date or the grace period end date.

- “EFTA” is a collective reference to the federal Electronic Fund Transfer Act and the Consumer Financial Protection Bureau’s Regulation E.
- “External Accounts” are deposit accounts (excluding CDs) you have at other financial institutions in the U.S.
- “External Transfers,” as described further in the section of this Agreement bearing that heading, is an optional service which allows you to transfer funds between your personal (consumer) checking, savings or money market accounts with us and your personal External Accounts.
- “Non-consumer” means a legal entity other than a natural person, such as a corporation, partnership or other form of business organization, or another type of legal entity such as an estate or certain types of trusts, that uses an account for the purposes for which the entity was established and not for personal, family or household purposes. *See above for the definition of “consumer.”*
- “Online Banking” is the general name for the online banking service providing you access to view information on your Subscriber Accounts and conduct permitted transactions, and the term includes Online Cross-Border Account Linking, Online Transfers, Online Bill Pay, Remote Deposit, and Alerts, as applicable.
- “Online Bill Pay” is the feature of Online Banking that enables you to pay bills and make other payments electronically. You are automatically enrolled in Online Bill Pay when you enroll in Online Banking.<sup>1</sup>
- “Online Cross-Border Account Linking,” as described further in the section of this Agreement bearing that heading, is an optional service which allows you to “link” in Online Banking your U.S. accounts with us and your Canadian accounts with RBC Royal Bank.
- “Online Transfers” includes the function of Online Banking that allows you to make certain types of fund transfers between your Subscriber Accounts, as described more fully in the “Online Transfers” section below. Cross-Border Online Transfers and External Transfers, as further defined above and described more fully below, are additional types of Online Transfers.
- “Password” is the unique identification number or code that you select during enrollment for Online Banking. At your discretion you may change your Password from time to time to enhance the security of your Subscriber Accounts. “Password” also includes any temporary Password that we may assign to you when you ask us to reset your Password (e.g., when you have forgotten it); temporary Passwords are valid only for 14 days and must be changed when prompted during your next sign-in to Online Banking.
- “Payment Account” is the Subscriber Account from which you request an online bill payment to be made. The Payment Account must be a checking or money market account; bill payments may not be made from savings accounts or from any type of credit account.
- “Payment Date” is the actual calendar day the payment will be available to be credited by the Biller.
- “Payment Instruction” is the information you provide to us for a payment to be made through Online Bill Pay to a Biller, such as, but not limited to, Biller name, Biller account number and Scheduled Payment Date.
- “Person” encompasses firms, companies, corporations, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, estates, business trusts, and other organizations, including public and quasi-public bodies, as well as individuals (i.e., natural persons).
- “RBC Bank®” is RBC Bank (Georgia), N.A., a national banking association that is a subsidiary of Royal Bank of Canada, and its successors and assigns. RBC Bank is sometimes referred to in this Agreement as the “Bank” or by use of the pronouns “we,” “us” or “our.” All such references will be deemed to include our Service Providers (defined below), as appropriate in the context.
- “Remittance Transfer,” as defined in the EFTA, is an electronic transfer of funds requested by a consumer located in the U.S., or whose account is located in the U.S., to be sent to a designated recipient (consumer or otherwise) in a foreign country. Cross-Border Online Transfers made by consumers from U.S. to Canadian accounts (but not vice versa) are a type of Remittance Transfer.
- “Remote Deposit” is the service that enables you to make electronic deposits of U.S. checks or money orders to your Eligible Accounts (as defined under “Remote Deposit” below), from a compatible mobile device or by scanning the items through an approved scanner and transmitting the images and associated deposit information to the Bank or our designated processor. You are automatically enrolled in Remote Deposit when you enroll in Online Banking.<sup>2</sup>
- “Scheduled Payment” is a payment that has been scheduled through the Online Bill Pay service but has not begun processing.
- “Scheduled Payment Date” is the day for which you request an online bill payment to be made and is also the day your

Payment Account will be debited; provided, however, that if you request an online bill payment to be made on a calendar day which is not a Business Day, the request will be deemed to be for the payment to be made on the previous Business Day.

- “Service Provider” refers to a third party that is providing services on our behalf in connection with Online Banking (e.g., Fiserv, Inc., which is currently our primary Service Provider for Online Bill Pay). Many of the functions we say we will perform under this Agreement will be performed for us by, or in concert with, such Service Providers. As such, the authority you grant to us and the agreements you make with us in this Agreement will extend to these Service Providers.
- “Subscriber Account” means any checking, savings, money market, credit card, loan or line of credit account you have with us, from or to which you may be conducting Online Banking transactions. Depending on the context, the term may also include any Certificates of Deposit (CDs) you may have with us; however, you may only access account information with respect to CDs and may not conduct Online Banking transactions from or to such accounts.
- “Username” is the unique identifier that you select to identify your Online Banking account, and that you may change at any time.
- “You” and “your,” with respect to consumer (personal) accounts, refer to the individual enrolling in Online Banking and also to all joint account owners, if any such accounts are to be linked within Online Banking. With respect to non-consumer (non-personal) accounts, such as those held by corporations, partnerships or other forms of business entities, or by legal entities such as estates and certain trusts, “you” and “your” refer to the entity in whose name the accounts are titled, and also to any individual who is a duly authorized representative or fiduciary for the entity and who is enrolling for Online Banking on its behalf.

**Other Agreements.** This Agreement supplements (i) the RBC Bank Service Agreement for Personal Accounts or Service Agreement for Non-Personal Accounts, as applicable, that governs any deposit accounts you may have with us (the “Service Agreement”); and (ii) any agreements or disclosures that govern any credit cards, loans or lines of credit you may have with us. This Agreement and each of the foregoing agreements or disclosures, as any of them may be amended from time to time, are hereby incorporated into and made a part of the other. In the event of any conflict between a provision of this Agreement and a provision of any of the agreements or disclosures described above or any other agreement you may have with us, this Agreement generally will control as to the Online Banking service, but we will be solely responsible for resolving such conflict.

**General Provisions.** Online Banking is accessed through your internet browser on your desktop, tablet, or mobile device. The functionality that is available on these three types of devices is largely identical, with minor exceptions. For example, you may enroll in Online Banking and you may add payees in Online Bill Pay only on a desktop or tablet, but not on a mobile device.

Online Banking is available to you only if you have one or more existing Subscriber Accounts with us. Enrolling in Online Banking does not open any Subscriber Accounts for you with us. You must open Subscriber Accounts outside of Online Banking and the agreements and disclosures relating to those accounts will be provided to you separately from this Agreement.

Your enrollment in Online Banking may not be completed if your identity or other necessary information cannot be verified.

Except for any provisions of this Agreement where it is specifically stated that such provisions are limited to either consumers or non-consumers or that applicable law limits them to either consumers or non-consumers, all of the terms and conditions of this Agreement generally apply to both consumers and non-consumers.

Enrolling in Online Banking or using any of the services provided in Online Banking does not constitute and is not an application by you for an extension of any type of credit by us to you. Your use of any of your Subscriber Accounts that are credit accounts or that have credit features (e.g., use of an overdraft line of credit linked to a deposit account) will be an extension of credit under separate agreements or disclosures of the type described under “Other Agreements” above.

During enrollment in Online Banking, you will select a Username and Password, either of which you may change from time to time, to enable you to access and use the service. We recommend that you change your Password periodically. Using your Username and Password, you may view account information, transfer funds, pay bills, make payments (where permitted) to loans, lines of credit or credit cards you have with us, make deposits, change address and other contact information and, if you enroll in our optional cross-border services, you may also view information about your accounts with RBC Royal Bank and make certain transfers to or from those accounts as provided in this Agreement and in our separate Online Cross-Border Account Linking Agreement.

Your initiation of a transaction through Online Banking using your Username and Password will be considered the same as your written signature authorizing us or any of our Service Providers to perform pertinent functions in relation to the transaction you have requested.

Specific instructions for using Online Banking and its various functions are available at [www.rbcbank.com](http://www.rbcbank.com).

## REPRESENTATIONS AND WARRANTIES

**Consumer Accounts.** If your accounts are consumer (personal) accounts, by enrolling in Online Banking, you represent and warrant to us that you are a legal owner of each account that is linked within the service and, if applicable, that you have the authority to enter

into this Agreement on behalf of all joint owners of linked accounts and to bind them to the terms and conditions thereof, and that such authority remains in full force and effect each time you access Online Banking.

**Non-Consumer Accounts.** If your accounts are non-consumer (non-personal) accounts, by enrolling in Online Banking, you, as the individual and as the representative on behalf of the business or other legal entity, represent and warrant to us as follows: (i) that you, the individual, are a duly authorized representative or fiduciary for the entity in whose name each linked account is titled; (ii) that you, the individual, have the requisite authority to enter into this Agreement on behalf of the entity and to bind it to the terms and conditions thereof; (iii) that the entity has provided to us any documentation to evidence such authority that we may require; and (iv) that in the event the individual's authority is revoked or transferred to another person at any point in the future, the entity will promptly notify us (including notice of the name of, and such other information as we may require concerning, any newly authorized representative or fiduciary for the entity), and that you, the individual who was previously authorized, will make no further attempts to access Online Banking after your authority has been revoked or transferred.

**Consumer and Non-Consumer Accounts.** You agree that we may rely and act upon the representations and warranties that you make as set forth above in the applicable paragraph, until such time as you may choose to notify us that you wish to terminate your Online Banking service and we have had a reasonable time to act upon your notice of termination, or until such time as we may terminate your service at our election. Further, we may continue to rely upon such representations and warranties even after termination of the service, with respect to any transactions or other activity conducted through the use of the service prior to such termination.

## SECURITY FOR ONLINE BANKING AND LIABILITY FOR UNAUTHORIZED TRANSFERS

**Consumer and Non-Consumer Accounts.** The provisions under this subheading apply to both consumers and non-consumers.

We have developed privacy and security requirements and procedures governing access to and use of Online Banking. Among other requirements and procedures, you agree not to give or make available your Username or Password or other means to access your account to any unauthorized individuals. You also agree that our privacy and security requirements and procedures (including, for non-consumer clients, the fact that we do not offer different "levels" of online access or authority for different types or levels of employees or agents) are commercially reasonable and adequate to meet your needs and that you will be bound by such privacy and security procedures as they now exist and may in the future exist.

You agree to notify us immediately either by mail or electronic message, or preferably, by telephone during Customer Service Hours, if you believe that any Usernames or Passwords have been learned or otherwise obtained by an unauthorized person, or that an unauthorized fund transfer has occurred or may occur on any of your accounts. Call us at **1-800-769-2553**, send us a message through the "Statements and Services" tab within Online Banking, or write to us at: P.O. Box 90248, Raleigh, NC 27675-0248. The liability of non-consumers for unauthorized electronic fund transfers will be as described under "Non-Consumer Accounts" immediately below. The liability of consumers for unauthorized electronic fund transfers may be limited as described under the EFTA disclosures set forth elsewhere below.

You also agree to cooperate with us in the investigation and prosecution of any person who has obtained or used any Usernames or Passwords without your approval.

If we believe that security has been breached, we may change Usernames and Passwords without prior notice to you, or block access to Online Banking until we are satisfied that security over access and use has been assured.

You are responsible and fully liable for all Online Banking transactions that you initiate and for all of those initiated by other persons you authorize to initiate transactions on your behalf or to whom you have given your Username or Password.

**Non-Consumer Accounts.** The provisions under this subheading apply only to non-consumers.

You agree to establish and maintain such procedures to safeguard the confidentiality of your Username and Password as may be appropriate for your type of entity. To the extent, if any, that you may utilize agents or employees in carrying out the functions of the entity, you agree to: (i) provide to us, if and when we request it, the names of such agents or employees and such other information about them as we may reasonably request; (ii) limit access to the Username and Password to only your agents or employees whom you specifically authorize to have access; (iii) ensure the secure use of the Username and Password by your authorized agents or employees; and (iv) promptly change the Password following the termination of any agents or employees to whom you have granted access to the Password. If we have asked you to provide us with information about your authorized agents or employees, you must promptly provide us with any changes in such information by writing us at P.O. Box 90248, Raleigh, NC 27675-0248, but the changes will not be effective until we have had a reasonable time to implement them.

You agree to assume all risks and losses associated with the disclosure of your Username and Password to any of your agents or employees, or the use of your Username and Password by any of your agents or employees. Further, you agree to assume all risks and losses associated with the obtaining or use of your Username and Password by any other persons, whether authorized or unauthorized. Access to Online Banking will be permitted to any person providing a valid Username and Password. As a non-consumer client, you agree that we will have no liability for providing access to a person who is not actually authorized to use Online

Banking, if such person used a valid Username and Password.

**Online Banking Fees and Additional Charges.** There are currently no monthly or other periodic fees for accessing your Subscriber Accounts through Online Banking or for using Online Transfers, Online Bill Pay, Remote Deposit, or Alerts. Should we decide in the future to begin charging any fees for Online Banking or any of its related features, you will receive notice before they take effect.

Any fees otherwise associated with your Subscriber Accounts will continue to apply, including charges for various services that may be available through Online Banking, such as stop payment requests. With respect to deposit accounts, such charges are set forth on the applicable Schedule of Fees as amended from time to time, which is hereby made a part of this Agreement. You are solely responsible for any fees that may be assessed by your internet or mobile service provider.

## ONLINE CROSS-BORDER ACCOUNT LINKING

Online Cross-Border Account Linking is an optional service which allows you to “link” in Online Banking your U.S. accounts with us and your Canadian accounts with our affiliate, RBC Royal Bank. This service permits you to view account information relating to your Canadian accounts, and it also permits you to make certain types of fund transfers between your U.S. and Canadian accounts using the Cross-Border Online Transfers feature, as described further below. The service is only accessible once you have enrolled in it and agreed to the provisions of our separate Online Cross-Border Account Linking Agreement. Both we and RBC Royal Bank reserve the right to place any restrictions that we or they deem advisable, or that may be imposed by applicable laws, on the types of accounts you may link or the types, frequency or amounts of transfers you may make using this service.

## ONLINE TRANSFERS

**Online Transfers of Funds; Availability of Funds.** You may access the Online Transfer option in Online Banking to make certain types of fund transfers between your Subscriber Accounts. Permitted types of transfers currently include (i) transfers between personal deposit accounts or between business deposit accounts (but not from personal accounts to business accounts or vice versa); and (ii) transfers from a personal deposit account to make payments on personal loans, lines of credit or credit cards you may have with us. You may also make certain types of transfers between your Subscriber Accounts with us and your Canadian accounts with RBC Royal Bank, as further described under “Online Cross-Border Account Linking” above and “Cross-Border Online Transfers” below. We may make additional types of Online Transfers available in the future.

If the Subscriber Account you select to make a transfer from has insufficient funds to complete the transfer, then we will not process the requested transfer; provided, however, that we may process the transfer if you have separately entered into an agreement with us for a deposit account overdraft protection line of credit or other overdraft protection service that we may offer. We will have no liability if we do not process any transfer due to insufficient available funds in your deposit account or insufficient available credit in your overdraft protection service.

The transfer of funds into any account that is a deposit account will be immediately reflected in the available balance of (and the funds will normally be immediately available for withdrawal from) the Subscriber Account or the RBC Royal Bank account into which the funds are transferred, except that transfers into Subscriber Accounts made between midnight and 3:00 a.m. Eastern time will not be reflected in the available balance or be available for withdrawal until 3:00 a.m. All withdrawal rights referred to in the preceding sentence are subject to the normal withdrawal policies and procedures of RBC Bank or RBC Royal Bank, as applicable; and pursuant to those policies and procedures, there may be circumstances in which the transferred funds may not be immediately withdrawn. Please note that, even though Online Transfers are reflected in available balances within the timeframes described above, there is normally a delay before they will appear as “posted” or “cleared” transactions in your online transaction activity or your periodic statements. Depending on the time of day you make the transfer and sometimes other circumstances, the actual date shown as the posting date may be one to two Business Days after the transfer date.

Once a transfer request has been sent, it may not be cancelled or changed. However, you do have the ability to effectively reverse certain types of transfers after they have been processed, by initiating a new request to return the funds to the account from which they came.

**Cross-Border Online Transfers.** If you enroll in this optional service by linking your RBC Bank U.S. accounts with your RBC Royal Bank Canadian accounts (see “Online Cross-Border Account Linking” above), then you may make Cross-Border Online Transfers, subject to the terms and conditions stated in this Agreement and in our separate Online Cross-Border Account Linking Agreement. Cross-Border Online Transfers are currently available only between deposit accounts. However, it is possible that we may permit other types of transfers in the future, such as cross-border payments from deposit accounts to loans, lines of credit or credit cards. Also, when you make a Cross-Border Online Transfer from one of your consumer (personal) U.S. accounts with us to one of your Canadian accounts with RBC Royal Bank, that transaction is subject to special provisions of the EFTA governing Remittance Transfers, regardless of whether the receiving account in Canada is a consumer account or (if we permit such transfers) a non-consumer account. For more information, please see the main heading near the end of this Agreement titled “Special Provisions Applicable to Cross-Border Consumer Online Transfers from the U.S. to Canada (Remittance Transfers).”

**External Transfers.** If you are a consumer, you may separately enroll in this optional service which enables you to transfer funds

between your checking, savings or money market accounts with us and your External Accounts with other U.S. financial institutions. Foreign transfers and business or other non-consumer account transfers are not currently permitted through this service, though it is possible we could offer them in the future. You must be the sole owner, or a joint owner, of all Subscriber Accounts and all External Accounts, and you represent and warrant to us that you have the authority to transfer funds from and to any External Accounts that you attempt to register. To register your External Accounts for the External Transfers service, log in to Online Banking, click on the "Move Money" tab, select "Transfer Money Between U.S. Accounts," and then click on the "Link and Manage External Accounts" option at the top of the screen. Your registration of any External Accounts is subject to our approval, which may be withheld in our sole discretion.

*Types of Transfers.* An "Incoming Transfer" moves funds from an External Account into one of your checking, savings or money market Subscriber Accounts. An "Outgoing Transfer" moves funds from one of your Subscriber Accounts into an External Account. You may ask us to process Incoming or Outgoing Transfers either immediately ("Immediate Transfers") or on a one-time basis at some future date ("Future-Dated Transfers"), or you may ask us to make transfers of the same dollar amount on a regular basis at specified future intervals ("Recurring Transfers").

*Method of Transfer.* We will normally use the Automated Clearing House (ACH) network system to effectuate your transfers. However, we reserve the right to use such other methods as we may elect to use from time to time.

*Cutoff Time for Immediate Transfers.* The cutoff time for requesting Immediate Transfers is 8:00 p.m. Eastern time on each Business Day. Any transfer request which we receive after the cutoff time will be processed on the next Business Day.

*Future-Dated and Recurring Transfers.* Future-Dated or Recurring Transfer requests are processed on the day on which you have scheduled them to occur if that day is a Business Day, or on the first Business Day after they are scheduled if that day is not a Business Day. If you schedule a Future-Dated or Recurring Transfer to occur on a date that does not exist (e.g., the 30th of each month and the month is February), the transfer will be processed on the last Business Day of the month.

*Posting Time.* Although we initiate the processing of transfers according to the timeframes described above, transfers may take up to five Business Days to be credited to the receiving account. In most cases, however, transfers do not take that long to post, and in some cases they may post by the next Business Day.

*Cancelling or Editing a Transfer.* You may cancel or modify any transfer that has not yet begun processing by entering the appropriate instructions within Online Banking. Transfers showing a status of "in process" or "processed" or similar terms may no longer be cancelled or edited. If you need assistance with cancelling a transfer, call us at **1-800-769-2553**. Although the EFTA gives you the right to stop any Recurring Transfer by calling us at the above number or writing to us at P.O. Box 90248, Raleigh, NC 27675-0248 at least three Business Days before the scheduled transfer date (see the "Preauthorized Electronic Fund Transfers" section under "Electronic Fund Transfer Act and Regulation E Disclosures" below), because there is a charge for any stop payment request, you should first consider instead using the cancellation/editing procedures within the service as described above. You may also telephone us if you wish to attempt to stop any transfer showing a status of "in process" or "processed" or similar terms; however, it is unlikely that we would be able to successfully implement your request.

*Transfer Limits.* In our sole discretion, we may impose limits on your transfers (such as per transfer or daily limits), or we may restrict the particular accounts from or to which transfers may be made, and we may change any such limits or restrictions from time to time. Our current limits are \$3,000 per Incoming Transfer and \$5,000 per Outgoing Transfer. We will provide advance notice to you of any decrease in the transfer limits, unless we must make an immediate change to maintain or restore the security of your account(s) or our systems. In addition, there may be limits on the number of transfers per month from certain types of accounts, such as savings and money market accounts, and/or there may be fees for exceeding specified limits. For more information, please see the Service Agreement and Schedule of Fees governing your Subscriber Accounts, or see the corresponding documents provided by the account-holding institution for your External Accounts.

*Additional Provisions.* Terms and conditions relating to External Transfers which are in addition to those set forth in this Agreement may be communicated to you when you enroll in the service or subsequently. By continuing to use the service, you agree to be bound by any such additional terms and conditions, as amended from time to time, and the same are hereby incorporated as part of this Agreement.

## **ONLINE BILL PAY**

Online Bill Pay is a feature of Online Banking that enables you to pay bills and make other payments electronically from a checking or money market account (but not from a savings account or any type of credit account). As noted earlier, this service is available to all Online Banking clients without any need to separately enroll.

**Information Authorization.** By using Online Bill Pay, you authorize us to obtain any information we deem necessary regarding your account with any Biller from that Biller or other persons for purposes related solely to Online Bill Pay (e.g., to resolve payment posting problems or for verification).

**Bill Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four or fewer Business Days from the current date) will be designated within Online Banking when you are scheduling the payment. The Bill Pay service will not

permit you to select a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the Due Date reflected on your Biller statement. If the Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one Business Day before the Due Date. Scheduled Payment Dates must be prior to any late payment date or grace period end date.

**Online Bill Pay Guarantee.** We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described above under "Bill Payment Scheduling." Also, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, we will be responsible for returning the improperly transferred funds to your Payment Account, for directing to the proper Biller any previously misdirected transaction and, if applicable, for any late payment related charges.

*Exceptions.* The above guarantee will not apply if we are unable to complete a payment due to any of the circumstances listed as exceptions under "Our Liability for Failure to Make Transfers" in the "Electronic Fund Transfer Act and Regulation E Disclosures" portion of this Agreement below. See also the exceptions stated under "Prohibited Payments" and "Exception Payments" below.

**Payment Authorization and Payment Remittance.** By providing names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that you send through Online Bill Pay. In order to process payments more efficiently, you acknowledge that payment data or data formats may be edited or altered in accordance with Biller directives, and you consent to such editing or alteration.

When you submit a Payment Instruction through Online Bill Pay, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date you have designated. You also authorize us to credit your Payment Account for payments returned by the U.S. Postal Service, a Biller or some other person, or payments remitted to you on behalf of another authorized user of Online Bill Pay.

**Payment Methods.** The method by which funds will be remitted on your behalf to your Biller will be in our discretion. The payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to us for payment).

**Payment Cancellation/Editing.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within Online Banking relating to cancelling or editing a payment. There is no charge for cancelling or editing a Scheduled Payment. Once processing of a payment has begun in Online Bill Pay, it cannot be cancelled or edited; therefore, a stop payment request (which is subject to a fee) must be submitted.

**Stop Payment Requests.** After processing of a payment has begun (or been completed), our ability to successfully process a stop payment request may no longer exist. Our ability to implement a stop payment request for any bill payment may depend on various factors including the timing of your request and the payment method we have chosen to use (e.g., whether a payment made by check has cleared). If you desire to stop any payment that has already begun processing or on which processing has been completed, you must contact Customer Service by telephone at **1-800-769-2553**. You must give us all information we request to adequately identify the payment, and we may require you to confirm your request to us in writing. We will make reasonable efforts to implement your request, but we will have no liability for failing to stop the payment. The charge for each stop payment request will be listed on our then current Schedule of Fees, and the charge will apply whether or not we are able to successfully implement your request.

**Prohibited Payments.** Payments through the Bill Pay service to Billers located outside the United States or its territories are prohibited. If you need to make payments to Canadian payees, you may be able to do so from your RBC Royal Bank account(s), depending on the capabilities RBC Royal Bank makes available to you and the agreements you have with them. In addition, payments that violate any law, regulation or other legal authority and any payments related to illegal gambling, illegal gaming or any other illegal activity are prohibited. We may refuse to process any transaction that we believe violates or may violate any of the foregoing prohibitions or such other prohibitions as we may establish from time to time. All of the foregoing are deemed "Prohibited Payments." In the event that you attempt to make a Prohibited Payment and we unknowingly process it, the Online Bill Pay Guarantee is void. In no event will we be liable for any claims or damages resulting from your scheduling of Prohibited Payments. Also, we will have no obligation to research or resolve any claim resulting from a Prohibited Payment. All research and resolution for any misapplied or misdirected Prohibited Payments will be your sole responsibility.

**Exception Payments.** "Exception Payments" means payments to brokerage accounts or to settle securities transactions (including but not limited to those involving stocks, bonds, securities, futures, forex, options, or an investment interest in any entity or property), tax payments, and court ordered payments. Exception Payments may be scheduled through Online Bill Pay; however, they are discouraged and must be scheduled at your own risk. In no event will we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Online Bill Pay Guarantee is void when you schedule an Exception Payment. Also, we will have no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied or misdirected Exception Payments will be your sole responsibility.

**Our Right to Refuse to Pay Billers.** We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will



normally notify you promptly of any such decision, but this notification is not required if you attempt to make a Prohibited Payment or Exception Payment.

**Bill Delivery and Presentment.** The bill delivery and presentment feature of Online Bill Pay is for the presentment of electronic bills only. It is your sole responsibility to contact your Billers directly if you do not receive your bills electronically in a timely manner. If you elect to activate the electronic bill feature in Online Bill Pay, you also agree to the additional provisions set forth below.

*Information provided to Billers.* Your personal information with an electronic Biller such as, but not limited to, name, address, phone numbers and email addresses, cannot be updated or changed through Online Banking. You will need to make any changes by contacting the Biller directly. Additionally, it is your responsibility to maintain all Usernames and Passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bills. We may, at the request of a Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill feature for that Biller, for purposes of the Biller informing you about service and/or bill information.

*Activation.* Upon receipt of your request to activate the electronic bill feature, we will notify the Biller of your request. The time of presentment of your first electronic bill may vary from Biller to Biller and may take up to 60 days after your activation request, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. Additionally, the ability to receive a paper copy of your bills is at the sole discretion of the Biller.

*Authorization to obtain bill data.* Your request to activate the electronic bill feature for a Biller will be deemed to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Notification.* We will make best efforts to present all of your electronic bills promptly. In addition to notification within Online Bill Pay, we may send an email notification to the email address listed for your accounts. It is your sole responsibility to ensure that this information is current and accurate. In the event that you do not receive an email notification, it is your responsibility to periodically log in to Online Bill Pay and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. Copies of previously delivered bills must be requested directly from the Biller.

*Cancellation of electronic bill feature.* Each electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to 60 days for cancellation to take effect, depending on the billing cycle of each Biller. We will notify your electronic Billers as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will have no responsibility or liability relating to the presentment of any electronic bills that are already in process at the time of cancellation.

*Non-delivery of electronic bills.* We will have no responsibility or liability should any Biller fail to deliver your bills in a timely manner. In such case, you are solely responsible for ensuring the timely payment of all bills.

*Accuracy of electronic bills; disputes.* We will have no responsibility or liability for the accuracy or inaccuracy of your electronic bills. We are responsible only for presenting the information received by Online Bill Pay from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill must be addressed directly with the Biller.

This Agreement does not in any way alter any liability or obligations that may exist between you and your Billers either now or in the future.

**Failed Transactions.** We may be unable to complete some bill payment transactions for various reasons (e.g., there are insufficient funds in your Payment Account). In some instances, we may issue a simultaneous debit against your account and credit to the Biller's account. In the event that the credit to the Biller's account is processed but we are unable to complete processing of the debit to your account due to insufficient funds or any other reason, you will receive a notice from us that the transaction has failed and that you owe us the amount of the failed transaction. In such case, you agree that:

- You will reimburse us promptly upon demand the amount of the failed transaction;
- For any amount not reimbursed within 15 days of the initial notification, we may charge you a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower;
- You will reimburse us for any fees imposed as a result of the failed transaction;
- You will reimburse us for any expenses incurred in attempting to collect the amount of the failed transaction from you;
- We are authorized to report the facts concerning the failed transaction to any credit reporting or similar agency;
- We have the right to terminate your Online Bill Pay service and/or your use of Online Banking due to payments attempted against or that result in insufficient funds; and

- We may also exercise any rights to collect any unpaid amounts from you that may be stated in the Service Agreement which governs your deposit accounts with us.

**Returned Payments.** The U.S. Postal Service and Billers may return payments undelivered or unprocessed for various reasons such as, but not limited to, a Biller's forwarding address has expired, the account number you gave us for the Biller is not valid or the Biller is otherwise unable to locate your account, or your account is already paid in full. We will make best efforts to research and correct the returned payment and return it to your Biller, or to void the payment and credit your Payment Account, as appropriate. You may receive notification from us regarding such actions.

**Payment Account Changes.** If at any time you wish to change the Payment Account you have selected for making bill payments, you should follow the procedures outlined within the Manage Bill Pay option in Online Banking. All changes will be effective immediately, and any future payments already scheduled through the service that have not yet begun processing will be made from the updated Payment Account. We are not responsible for any payment processing or other errors or fees incurred if you do not provide current and accurate Payment Account information.

## REMOTE DEPOSIT

The Remote Deposit service enables you to make deposits to your Eligible Accounts electronically, by taking photographs of Eligible Items from a compatible mobile device or by scanning images of checks through an approved scanner, and then in either case, transmitting the images and associated deposit information to the Bank or our designated processor. We will then process the items in your deposits and send them for collection using such methods and collection agents as we may choose in our sole discretion. As noted earlier, this service is available to all Online Banking clients who have one or more Eligible Accounts, without any need to separately enroll.

**Eligible Accounts.** All of your Subscriber Accounts that are checking, savings and money market accounts are deemed "Eligible Accounts" which you may use in connection with the Remote Deposit service, unless we have notified you that certain of your accounts are not Eligible Accounts.

**Equipment and Software.** To use Remote Deposit, you must obtain and maintain, at your expense, compatible equipment and software as specified by the Bank. You may view our current list of compatible equipment and software at <http://www.rbcbank.com/help-and-faqs/about-making-deposits/u-s-remote-deposit/index.page>. This list changes frequently due to manufacturers' new releases of equipment and software. We also reserve the right, in our sole discretion, to make changes to Remote Deposit from time to time which may result in your current equipment or software becoming no longer compatible with the service, and in such event, we will have no responsibility or liability to you.

We are not responsible for, and we make no warranties of any nature with respect to, any third party equipment or software you may need to use the Remote Deposit service. Any such equipment or software is subject to the terms and conditions of any agreements you may enter into with its provider.

**Applicability of and Compliance with Laws, Agreements, etc.** You agree that you will not use Remote Deposit to initiate any deposits which violate any applicable laws, regulations or other legal authorities. You also agree to be bound by all applicable requirements of law relating to check collection processes, including: (i) the Uniform Commercial Code ("UCC"); (ii) the Check Clearing for the 21st Century Act (commonly known as "Check 21"), as implemented by amendments to Federal Reserve Board Regulation CC ("Regulation CC"); (iii) all other applicable provisions of Regulation CC; and (iv) any clearing house agreements, image exchange agreements, operating circulars or other rules or legal authorities to which the Bank is a party or by which we are bound as a participant in the collection process. Further, you acknowledge that our normal policies, procedures and processes relating to the handling of items submitted for deposit to the Bank through various means will apply, except to the extent that we may modify them in connection with the Remote Deposit service, and you agree to be bound by such policies, procedures and processes including any that may be described in the Service Agreement governing your accounts. You also acknowledge and agree that Remote Deposit transactions are not "electronic fund transfers" within the meaning of the EFTA, and thus they are not subject to that law and regulation.

**Image Transmission and Processing.** You are solely responsible for transmitting to us only images of checks that are fully legible and that accurately represent all pertinent information on the front and back of each check. You must utilize only transmission and image formats that conform to the Bank's and recognized industry specifications and quality standards. In the event that you transmit an image of an item that we cannot process due to the poor quality of the image, we will not be responsible or liable to you or any other person for any delay in the processing or presentation of the item. Our current cutoff time by which we must receive images from you for processing on the same Business Day is 5:00 p.m. Eastern time. You will receive notice should the cutoff time change. Any deposit received after the deadline will be deemed received and will be processed on the following Business Day. Accepted checks will be deemed to have been deposited at such location(s) as we may select from time to time in our sole discretion, regardless of where you are located or where we deem your account(s) to be maintained. Checks deposited through Remote Deposit will normally post to your account on the same Business Day they are processed. However, all checks that we accept through the service are accepted and posted for provisional credit only and are subject to possible subsequent return for various reasons as permitted by law (see

"Returned Items" below). We may, but have no obligation to, send you a confirmation that we have received your deposit; however, your receipt of any such confirmation does not mean that the transmission was error-free or complete or that we have yet accepted and processed the deposit. To confirm whether we have accepted and processed any given deposit and posted the provisional credit to your account, you may look for the amount of the credit in your Online Banking transaction history on the following Business Day, or you may call us at **1-800-769-2553**. You agree that once you have transmitted your deposit to us, you will not deposit or attempt to deposit any items contained in the deposit (either originals or images) with us or any other financial institution.

**Restrictions on Use of Service.** We may establish and change from time to time certain restrictions on your use of Remote Deposit, such as limits on the size of deposits transmitted, the number of deposits that may be transmitted per day or other specified period, or the dollar amounts per check, per deposit, per day or other specified period that we may accept through the service. Unless we notify you that you are subject to different limits, you may transmit a maximum of three deposits per day totaling no more than \$3,500 in deposited items, and you may transmit a maximum of nine deposits over any five consecutive Business Days totaling no more than \$7,000 in deposited items. If you request that we allow you to have higher limits, we may require additional information or documentation from you to help us assess your request, and our decision whether to approve or deny your request will be within our sole discretion.

**Limitations of Service.** When using Remote Deposit, you may sometimes experience technical or other problems. We do not assume any responsibility or liability for any such problems, or for any resulting losses or damages you may incur. If at any time and for any reason you are unable to scan/photograph or transmit or we are unable to receive your deposits through the service, and you do not wish to wait for the problem to be corrected, you will be solely responsible at your expense for finding an alternate method to deposit the items, such as by using U.S. Mail or overnight delivery.

**Eligible and Ineligible Items.** You may use Remote Deposit to deposit only U.S. checks or money orders that are properly payable in accordance with all applicable requirements of law, including UCC Articles 3 and 4 ("Eligible Items"). You agree that the image of any check or money order transmitted to the Bank will be deemed an "item" within the meaning of the UCC. You agree not to use the service to attempt to deposit any checks, money orders or other items of the following types ("Ineligible Items"):

- Items payable to any person or entity other than you or a joint account holder.
- Items drawn or otherwise issued by you or any other person or entity on any of your other accounts with us, including any on which you are an authorized signer or joint account holder.
- Items containing obvious alterations to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the item is drawn.
- Items previously converted to a substitute check, as defined in Regulation CC.
- Items that are remotely created checks, as defined in Regulation CC.
- Items drawn on or payable through a financial institution located outside the United States or which bear a non-U.S. routing/transit number.
- Items not payable in U.S. currency.
- Items dated more than six months before the date of deposit or that are postdated (dated for a future date).
- Any other items prohibited by our then current policies and procedures relating to Remote Deposit or which are otherwise not acceptable under the terms governing your account.
- Any other type of item that we may designate by prior notice to you as not eligible for deposit using Remote Deposit, or that we may so designate at the time of an attempted deposit by rejecting it and returning it to you, which we may do for any reason in our sole discretion.

Notwithstanding the foregoing, we may from time to time in our sole discretion accept certain Ineligible Items for deposit, but in no event do we have any obligation to do so, nor will we have any responsibility or liability to you or any other person if we reject any Ineligible Items. Our acceptance of any Ineligible Items on one or more occasions does not obligate us to accept similar items or any other types of Ineligible Items on any future occasions.

**Endorsements.** You agree to restrictively endorse any item transmitted via Remote Deposit as "For deposit only, RBC Bank account # \_\_\_\_\_" or using similar language, or as otherwise instructed by us. Without limiting your responsibility for the proper endorsement of all items or your liability relating to improper or nonconforming endorsements, we have the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with nonconforming or missing endorsements.

**Representations and Warranties.** Each time you transmit a deposit using the Remote Deposit service, you represent and warrant to us that:

- You are transmitting only Eligible Items for deposit to Eligible Accounts, and you are adhering to any other limits or restrictions we may have placed on your use of Remote Deposit.
- The transmission conforms with our specifications and quality standards and any applicable industry standards, and does not contain any viruses.
- There are no duplicate deposits or checks, and you have not submitted any check previously transmitted to us through Remote Deposit or otherwise, unless the check was unable to be processed or was returned by us to you and the original reason for such processing failure or return has since been corrected, such that resubmission is proper.
- You will not, nor will you permit or cause any other person to, cause or attempt to cause payment on an item to be made more than once by depositing the original check or an image thereof with the Bank or any other financial institution or otherwise seeking collection or payment in any manner, at any time either before or after your transmission of such check through Remote Deposit.
- All information submitted is true and accurate, including that each check image accurately represents all pertinent information on the front and back as of the time of transmission.
- Each check is properly payable to you or a joint account holder and has been properly endorsed.
- You make to us all of the transfer and presentment warranties relating to items under the UCC, including that each check has not been altered and that all signatures on it are authentic and authorized.
- You are complying with this Agreement and all applicable requirements of law.

**Deposits or Checks Rejected or Not Received.** We may reject and return all or part of any deposit for any reason in our sole discretion, including for your failure to conform to required image quality standards or your failure to provide proper endorsements. Any item we receive will not be deemed accepted for deposit by us until we have determined that it meets all of our normal requirements for continued processing. We will have no responsibility or liability to you or any other person relating to any deposit or portion thereof that we reject. We also will have no responsibility or liability for any deposit or portion thereof which may be lost in transmission or is otherwise not received by us.

**Availability of Funds.** Images of items transmitted through Remote Deposit will be treated as “checks,” and not as any form of electronic deposit, for purposes of determining the timeframe in which we will make the funds from such items available for your withdrawal, as described in detail in the “Funds Availability Policy” section of your Service Agreement. As noted in the Service Agreement, we will notify you if we are going to delay your ability to withdraw any funds beyond the normal times described in our Funds Availability Policy, and we will tell you when the funds will be available.

**Check Storage and Destruction; Image Retention.** You are responsible for ensuring that all original checks which have been scanned or photographed and transmitted through Remote Deposit are securely stored, retained for a reasonable period of time (a minimum of 14 days is recommended), and then disposed of using a reasonable method such as shredding. You are solely responsible and liable for any losses or damages resulting from a lack of adequate controls over the original checks. Also, we will have no responsibility or liability to you or any other person relating to the unavailability of any original check after you have destroyed it. We retain images of checks processed through Remote Deposit for at least any period of time which may be required by applicable law. You may obtain copies of these images upon request to us, for which we may charge a fee. With respect to any imaged item concerning which we request your assistance for any purpose, such as to aid in the collection process, for audit purposes, or in connection with an investigation by the Bank involving an item that (i) is illegible or of poor quality, (ii) is deemed part of an unusual transaction, (iii) is the subject of a dispute, or (iv) is for any other reason the subject of an investigation, you agree to promptly produce either the original item if it is still in your possession or your own image of the item to help facilitate our investigation. If you are unable to provide either the original item or a suitable image, then our image or other information in our records relating to the item will be deemed conclusive as to the terms of the item. If both you and we provide an image (or the original) of any item and the two differ in any material respect, we will be responsible for resolving the discrepancy, with such assistance from you as we may request.

**Important Note:** *With certain types of mobile devices, images of items you transmit to us via Remote Deposit may be automatically stored in the device’s photo stream. We will have no responsibility or liability relating to such images being stored on your device. It is your sole responsibility to delete such images if you wish.*

**Errors.** You agree to promptly check the correctness of each periodic account statement and to notify us immediately of any suspected errors regarding items deposited via Remote Deposit. Unless a longer time period is mandated by applicable law, if you do not notify us within 30 days after the date of the applicable account statement, such statement will be deemed correct and final regarding all deposits made through the service, and you are thereafter barred from making any claim against the Bank for such alleged error.

**Returned Items.** As noted above, all items are credited to your account on a provisional basis, and such credit may be revoked if payment for an item is not received or if the item is returned after initial payment for any reason permitted under applicable law. Any

items we accept for deposit through Remote Deposit that are unpaid or subsequently returned by the financial institution on which they are drawn will be charged back against your account and returned to you. You must accept all such returns, regardless of the reason for the return or the form in which it is sent, which may be as a Substitute Check or Image Replacement Document / IRD (legally recognized paper reproductions of the original item) or a digital image or other electronic representation of the information contained on the item. You may be charged deposit reversal fees for any returns, pursuant to our normal policies and Schedule of Fees. If any return or fee results in an overdraft in your account, relevant provisions of the nonsufficient funds and overdrafts section of your Service Agreement will apply. Please see also the setoff and security interest provisions of the Service Agreement for a description of our rights in connection with any amounts you owe us, including our right to recover any such amounts from accounts you may have with our Canadian affiliate, RBC Royal Bank.

## ALERTS

We offer a number of different types of alerts that you may receive through Online Banking. These alerts fall into the two broad categories described below.

**Security Alerts.** These are alerts that we deem vital for fraud prevention and for your protection. All Online Banking users are automatically enrolled to receive these alerts via email, and you may not unsubscribe from them. Security alerts will be displayed in Online Banking and sent solely to the email address we have on file for you, unless you instruct us to send them to another email address, to your mobile device via SMS text, or to both an email address and a mobile device number. Types of security alerts include but are not limited to: (i) you have been locked out of Online Banking; (ii) your Username, Password or security questions have been changed; (iii) your RBC Royal Bank accounts have been linked to your RBC Bank accounts in Online Banking; (iv) your address, telephone number or email address has been changed in our records; and (v) you have a secure message in your Online Banking mailbox.

**Subscription Alerts.** You must give us specific instructions to receive these types of alerts, including instructions to deliver them via SMS to a designated mobile device number, via email to a specified address, or to both a mobile device and email address. Examples of the many types of subscription alerts offered include: (i) your account balance is below a specified level or is overdrawn; (ii) your available balance is \$X.XX (may be sent daily or at another designated interval); (iii) a withdrawal or other debit above a specified amount has been made; (iv) a specific check has been presented for payment; (v) a credit to your account has been received; (vi) your loan payment is due in X days; and (vii) you are nearing your credit limit on a credit card or line of credit.

**SMS Text Disclosures.** If you instruct us to send Security Alerts or Subscription Alerts via SMS text message to a mobile device, please be aware of the following information. This paragraph relates only to text alerts you elect to receive from RBC Bank concerning your U.S. accounts. If you wish to receive similar types of alerts from RBC Royal Bank concerning your Canadian accounts, you will need to set those up through our Canadian affiliate. This service is provided as a courtesy only, is not guaranteed to be error-free, and neither any mobile carriers nor RBC Bank will be liable in any way for delayed or undelivered messages. The quantity and frequency of messages will vary. Your mobile carrier's standard message/data rates may apply, and you are solely responsible for paying such rates. For assistance on any issues relating to texts, you may text **HELP** to **98603** at any time, or you may call **1-855-723-9408**. You may also stop delivery of all future texts from us (both Security Alerts and Subscription Alerts) by texting **STOP** to **98603**. You may instruct us to send text alerts to a U.S. mobile device or to a Canadian mobile device, and you may switch back and forth between the two at any time by changing your instructions through Online Banking. However, you may register only one mobile device to receive text alerts at any given time; thus, you cannot have texts sent to both a U.S. and Canadian device at the same time, nor can you have texts sent to multiple U.S. devices or multiple Canadian devices. In the U.S., the current list of participating carriers includes AT&T, Sprint, T-Mobile, Verizon Wireless, Boost, Virgin Mobile, MetroPCS, Google Voice, Cellcom, C-Spire, Carolina West, nTelos, and U.S. Cellular. Participating carriers in Canada are Rogers, Bell, Telus, Videotron, WIND, Mobilicity, SaskTel Mobility, Eastlink, MTS Mobility, Fido, and Virgin Mobile. These lists of participating carriers may change from time to time. To view our Privacy Policy, please visit <http://www.rbc.com/privacysecurity/us/index.html>.

## ADDITIONAL PROVISIONS APPLICABLE TO ONLINE BANKING

**Review of Accounts; Audit Rights.** The Bank's rights described in this section are intended to apply primarily to non-consumer clients. However, we also reserve the right to apply any of the provisions described below to consumers as we may deem appropriate in the circumstances.

We may review your accounts and your Online Banking activity from time to time and as part of our review, you may be required to provide to us such information and documentation as we may request, such as certain financial information, information on your projected use of Online Banking services and other information we may deem necessary or appropriate in assessing risk. Also, you acknowledge and agree that the Bank may need or desire to conduct audits or examinations from time to time to review various aspects of your use of Online Banking services such as your Remote Deposit operations, processes and information technology infrastructure, and your compliance with this Agreement and applicable laws. Upon our request with reasonable advance notice, you agree to provide us with such reasonable access to your records and/or premises (including the right to make and remove copies of records), at mutually agreed upon times, as may be necessary to effectuate the foregoing. Upon our request from time to time, either in addition to or in lieu of our exercising our rights to conduct our own on-premises or remote audits as described above, you also agree to provide us copies or acceptable summaries of any self-assessments, independent audits, test results or other reports, data

or information that are relevant to your use of Online Banking. We agree to keep any information we receive pursuant to this section confidential, except to the extent that we may be required to disclose the same to our regulators or as otherwise required by law. We reserve the right to require that any self-assessments or independent audits relating to your use of Online Banking services utilize criteria reviewed and approved in advance by us.

**Limitations on Transfers and Payments from Savings and Money Market Accounts.** Federal banking regulations limit the number of certain types of transactions per monthly statement period on some types of accounts. The following limitations apply to Online Transfers made from savings and money market accounts and to payments made through Online Bill Pay from money market accounts, as well as to certain other types of transactions outside of Online Banking as described below.

- You can make no more than six total transfers to your other accounts with us or payments to third parties per monthly statement period from a savings account through use of an automatic draft, a telephone transfer or an Online Transfer.
- You can make no more than six total transfers to your other accounts with us or payments to third parties per monthly statement period from a money market account through use of an automatic draft, a telephone transfer, an Online Transfer or bill payment, or a check, draft, Visa\* debit card or similar order.

**Linking to Other Websites.** Links to certain third-party websites may be provided within Online Banking. Such sites are not within our control and they may not follow the same privacy, security or accessibility standards that we follow; provided, however, that we do have contractual agreements with any Service Providers we may utilize in which they agree to adhere to our privacy, security and accessibility standards. You should read the privacy and security policies applicable to third-party websites before providing any information on those sites. Unless otherwise specifically stated in this Agreement or within Online Banking, we are not responsible for any third-party websites, including the products or services offered thereon, or the practices, content or availability of such websites.

**Interruption of Online Banking Service.** There will be certain periods of time when Online Banking will not be available for use, either due to scheduled downtime for maintenance of the system or unexpected system problems. We will attempt to schedule any downtime for maintenance during those periods when the system is least utilized; however, this cannot always be guaranteed. We will also attempt to rectify any system interruptions due to unexpected problems as quickly as possible. If you have immediate banking concerns, but are unable to access the system due to an interruption of service, you should contact us by calling **1-800-769-2553** during Customer Service Hours, or by other means.

**Standard of Care; Limitations on Liability.** WE WILL BE RESPONSIBLE FOR PROVIDING THE ONLINE BANKING SERVICE USING ONLY REASONABLE AND ORDINARY CARE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS MAY BE EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, YOU AGREE THAT WE WILL NOT HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF ANY DELAY OR FAILURE IN THE PERFORMANCE OF ONLINE BANKING OR ANY FUNCTION OF ONLINE BANKING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE WILL NOT BE RESPONSIBLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, NATURAL DISASTERS, FIRE, FLOODS, ACTS OF WAR OR TERRORISM, LABOR STOPPAGES, OUTAGES OF COMPUTERS OR EQUIPMENT, FAILURES OF POWER OR COMMUNICATIONS FACILITIES, OR GOVERNMENTAL OR QUASI-GOVERNMENTAL ACTIONS. IN ADDITION, WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN EXECUTING ANY TRANSACTION OR OTHER SERVICE UNDER THIS AGREEMENT IF SUCH EXECUTION, IN OUR OPINION, WOULD OR MIGHT RESULT IN THE VIOLATION OF ANY APPLICABLE LAW OR OTHER LEGAL AUTHORITY. ALSO, WITH THE SOLE EXCEPTION OF OUR RESPONSIBILITY FOR THE ACTIONS OF OUR SERVICE PROVIDERS, WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OR TIMELINESS OF ANY DATA SUPPLIED TO US IN CONNECTION WITH ONLINE BANKING BY YOU OR ANY OTHER PERSON, OR FOR ANY OTHER ACTS OR OMISSIONS OF (INCLUDING ERRORS OR DELAYS CAUSED BY) YOU OR ANY OTHER PERSON. UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT ANY LIABILITY WE MAY HAVE TO YOU WILL BE LIMITED TO ANY ACTUAL, DIRECT LOSSES OR DAMAGES YOU MAY INCUR THAT ARE DIRECTLY CAUSED BY OUR MATERIAL BREACH OF THE AGREEMENT OR BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. **YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH ONLINE BANKING OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, DATA OR THE ABILITY TO USE ONLINE BANKING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** EXCEPT AS MAY OTHERWISE SPECIFICALLY BE PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF ONLINE BANKING OR ANY OTHER MATTER WITHIN THE CONTEMPLATION OF THIS AGREEMENT WILL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO EFFECTUATE AN ADJUSTMENT OR REPAIR TO ONLINE BANKING.

**Disclaimer of Warranties.** UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WE MAKE NO

WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

**Indemnification.** Except as may specifically be provided to the contrary in this Agreement and to the extent permitted by applicable law, you agree to defend, indemnify and hold us harmless from and against any and all claims or threatened claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to your use of Online Banking, your material breach of any provision of this Agreement, or any act, error, or omission by you or any other person using your Username or Password. In addition, to the extent permitted by applicable law, you agree to release us from any and all claims, liabilities, costs and expenses, including attorneys' fees, incurred by you in connection with Online Banking. The foregoing will not apply to the extent that a loss, damage, etc. is directly caused by our own material breach of the Agreement or by our gross negligence or intentional misconduct.

**Ownership Rights.** All content and technology relating to Online Banking are the sole property of the Bank, or our affiliates, Service Providers or licensors, and the unauthorized reproduction or distribution of any portion thereof is prohibited. You agree to not take any action that jeopardizes our copyright or other intellectual property rights, our proprietary rights, or those of our affiliates, Service Providers or licensors, and you agree that under no circumstances will you acquire any rights in Online Banking.

**Children's Information.** We respect the privacy of your children and we comply with the practices established under the Children's Online Privacy Protection Act, as amended from time to time. We do not knowingly collect or retain personally identifiable information from persons under the age of 13.

**Illegal Use of Online Banking.** You agree not to use Online Banking for any illegal purpose, or in violation of any applicable laws or other legal authorities. For information about consequences that may occur in the event you use Online Banking in violation of certain requirements of law, please see the "Anti-Money Laundering and Anti-Terrorism Laws; Economic and Trade Sanctions" section of the Service Agreement which governs your deposit accounts with us.

Online Banking operates through a private computing system, which is restricted to authorized individuals. Actual or attempted unauthorized use of the computer system may result in either or both criminal or civil prosecution. We reserve the right to view, monitor and record activity on the system without notice or permission. Any information obtained by monitoring, reviewing or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the system.

**Changes.** We may amend this Agreement from time to time. In the event of any material changes, we will provide notice to you as provided under "Notices" below. Your continued use of Online Banking after any change becomes effective constitutes your acceptance of the change and the revised Agreement. We also reserve the right, at any time in our sole discretion, to modify, restrict, suspend or discontinue Online Banking or any portion thereof. Modifications that we make periodically to Online Banking may render prior versions obsolete, and accordingly, we may limit access to only the most recent revisions and updates.

**Termination or Suspension.** You may terminate this Agreement and Online Banking, or your use of a particular service provided through Online Banking, at any time by giving notice to us, but we will be given a reasonable time to act upon the termination after receiving notice. We may suspend for any reason your use of Online Banking, or a particular service provided through Online Banking, at any time without prior notice to you; and we may terminate this Agreement and Online Banking, or a particular service provided through Online Banking, for any reason at any time by giving notice to you. Without limiting the generality of the foregoing, if applicable, we may restrict, suspend or terminate your use of Remote Deposit if you have a rate of returned deposited items that we consider excessive.

In the event you wish to terminate this Agreement and Online Banking, you may contact Customer Service via one of the following methods:

- Telephone us at **1-800-769-2553** during Customer Service Hours; or
- Write us at: P.O. Box 90248, Raleigh, NC 27675-0248; or
- Send us an electronic message through the "Statements and Services" tab within Online Banking.

Any transactions that have already been processed, or have begun processing, before Online Banking or a particular service within Online Banking is terminated will be completed. Scheduled future transactions, including both one-time and recurring transactions, will not be processed once Online Banking or the service is terminated; provided, however, that as noted above, we require a reasonable time to implement any notice of termination received from you and to stop such scheduled transactions. Neither termination nor suspension will affect your liability or obligations under this Agreement; and all of the provisions of this Agreement which by their nature would be deemed by a reasonable person as being intended to survive termination will survive (e.g., provisions under the sections "Limitations on Liability," "Indemnification," and "Ownership Rights").

**Notices.** With respect to any material changes or amendments or terminations, we will mail or electronically deliver a written notice

to you; and if the change would result in any of the matters listed below occurring, we will notify you of the change at least 21 days before the effective date of the change:

- An increase in the fees you must pay;
- An increase in your liability in connection with Online Banking;
- Fewer types of available electronic transactions; or
- Stricter limitations on the frequency or dollar amount of transfers or payments.

We may not give prior notice if an immediate change is necessary to maintain or restore the security of an account or our systems. If we make such a change permanent and disclosure would not jeopardize the security of the account or system, we will notify you on or with the next regularly scheduled periodic statement, if any, or within thirty 30 days of making the change permanent.

Unless we notify you to the contrary, all notices of changes or amendments or terminations with respect to this Agreement or Online Banking sent to you electronically will be by posting them on our website at [www.rbcbank.com](http://www.rbcbank.com). When the information is available on our website, we will send you a message at the email address provided by you or we will otherwise provide notice to you. Notices will remain available on our website for a period of at least 90 days from the date they first become available or the date of the notice alerting you of the changes or amendments or terminations, whichever is later. After that, the information will be available upon request by calling us at **1-800-769-2553** or by sending us a message through the "Statements and Services" tab within Online Banking. As a part of Online Banking and to the extent permitted by applicable law and your agreement with us under a separate Electronic Disclosure Agreement or similar agreement, you agree to receive all legally required notifications relating to Online Banking via electronic means.

**Address and Other Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either by contacting us through the "Statements and Services" tab within Online Banking or by calling Customer Service at **1-800-769-2553**. We are not responsible for any processing or other errors or fees incurred if you do not provide current and accurate contact information.

**Assignment.** You may not assign or transfer your rights and obligations under this Agreement to any other person. We may assign or transfer our rights and obligations under this Agreement in whole or in part, and we may delegate, outsource or subcontract any of our responsibilities relating to the Service or any part thereof, all without notice to or approval by you.

**No Waiver.** We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by one of our authorized officers. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**Severability.** A determination that any provision of this Agreement is unenforceable or invalid will not affect the validity or enforceability of any other provision of this Agreement.

**Conflicts.** In the event of any conflict between a provision of this Agreement and a provision of the Service Agreement or any other agreement you may have with us, this Agreement will generally control as to the Online Banking service, but we will be solely responsible for resolving such conflict.

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United States and of the State of Georgia.

## **ELECTRONIC FUND TRANSFER ACT AND REGULATION E DISCLOSURES (APPLICABLE ONLY TO CONSUMER DEPOSIT ACCOUNTS)**

The federal Electronic Fund Transfer Act is implemented by regulations adopted by the Consumer Financial Protection Bureau as Regulation E. The Act and Regulation require financial institutions to disclose certain terms, conditions and consumer rights that apply with respect to electronic fund transfers made to or from personal deposit accounts.

In the context of Online Banking, an "electronic fund transfer" generally includes Online Transfers, External Transfers, and payments made through Online Bill Pay. However, these disclosures do not apply to preauthorized recurring transfers between your accounts with us, such as automatic transfers from checking to savings. And, they do not apply to any accounts that are used primarily for non-consumer purposes and not primarily for personal, family or household purposes. Further, you acknowledge and agree that Remote Deposit transactions are not "electronic fund transfers" within the meaning of the EFTA, and thus these disclosures also do not apply to such transactions.

**Consumer's Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Username or Password, or any other security code or information that may be used to access Online Banking, has been lost, stolen or learned by an unauthorized person.



Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts plus your maximum overdraft line of credit, if applicable. However, if you tell us within two Business Days after you learn of the loss or theft, you can lose no more than \$50 should someone use your access codes without your permission. If you do NOT tell us within two Business Days and we can prove we could have stopped someone from using your access codes without your permission if you had told us, you could lose as much as \$500. Also, if your account statement shows transfers or bill payments initiated through Online Banking that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not recover any money you lose after the 60 days if we can prove we could have stopped someone from taking the money had you told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time periods.

**Notifying Us in the Event of Actual or Potential Unauthorized Transfers.** If you believe that any of your security codes have been lost or stolen, or that someone has transferred or may transfer money from your accounts without your permission, you may send us an electronic message through the “Statements and Services” tab within Online Banking, or you may call or write:

**1-800-769-2553**  
RBC Bank  
P.O. Box 90248  
Raleigh, NC 27675-0248

Of the above options, we prefer that you telephone us, as it will normally enable us to take any appropriate action more quickly.

**Business Days.** For purposes of these disclosures, our Business Days are as defined near the beginning of this Agreement (Monday through Friday, excluding banking holidays).

**Types of Available Transfers and Limits on Transfers.** Please see the main sections of this Agreement entitled “Online Transfers” and “Online Bill Pay” for a description of the types of fund transfers available to you through Online Banking and any restrictions or limitations on such transfers.

**Fees.** As noted above under “Online Banking Fees and Additional Charges,” we do not currently charge fees for making Online Transfers, External Transfers, or payments through Online Bill Pay, and you would receive advance notice should we decide to charge such fees in the future. However, please see that section of the Agreement for information about charges you may incur for certain other services that may be available through Online Banking, such as stop payment requests.

**Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential, and we abide by applicable state and federal privacy laws, including the Gramm-Leach-Bliley Act, as amended from time to time. However, we may disclose information to third parties about your accounts or the electronic fund transfers you make:

- Where it is necessary for completing transfers; or
- Where it is necessary for activating additional services; or
- To verify the existence or condition of your accounts for a third party, such as a credit bureau or Biller; or
- To comply with government agency or court orders; or
- If you give us your permission.

Additional circumstances in which we may disclose information may be permitted or required by law, or may be set forth elsewhere in the Agreement or in our other agreements with you.

**Documentation of Transfers.** You will generally receive monthly electronic or paper statements for your accounts, except that statements are not sent for CDs or IRAs, and we also reserve the right to send statements for certain types of accounts less frequently (but at least quarterly) if no electronic fund transfers have occurred. Also, at any time between statement dates, you may view your recent completed and scheduled Online Transfers, External Transfers, and Online Bill Pay payments in the transaction history and scheduled transfer/payment screens within Online Banking.

**Preauthorized Electronic Fund Transfers.** You have certain rights under the EFTA with respect to various types of preauthorized credits and debits to your accounts. Some of these types of preauthorized transfers, such as ACH direct deposits and debits, take place outside of the Online Banking service, and your rights relating to those transfers are described in the EFTA disclosures contained in the separate RBC Bank Service Agreement that governs your deposit accounts. If you set up “recurring” payments to Billers through the Bill Pay service (i.e., payments that you authorize in advance to occur at substantially regular intervals without further instructions from you), or if you set up Recurring External Transfers, or if we permit you to schedule recurring transfers through the Cross-Border Online Transfers service, such payments may be considered “preauthorized electronic fund transfers” under the EFTA, and we must inform you of any rights you have to stop payment on such transfers. These rights do not, however, apply to preauthorized Online Transfers between your accounts with us, such as automatic transfers from checking to savings.

*Payment Cancellation/Editing Requests in Lieu of Stopping Payment.* Before using the stop payment procedure, you should always first attempt to cancel (or if you wish, modify) any recurring payment(s) or transfers by following the instructions within Online Banking for cancelling or editing payments or transfers. There is no charge for any payment/transfer cancellation or modification you submit using this procedure. As long as we receive your instructions in time for us to prevent processing of the payment or transfer from beginning, the payment or transfer will be cancelled (or modified) per your instructions. However, once processing of a payment or transfer has begun, it cannot be cancelled or edited and you must submit a stop payment request.

*Stop Payment Procedure.* With respect to any recurring payment or transfer on which processing has already begun, or on which our processing has been completed but the payment or transfer is in transit, you may attempt to stop payment by calling us at **1-800-769-2553**. We may require you to confirm your request in writing within 14 days. You must give us all information we request to adequately identify the payment or transfer. There will be a charge for each stop payment order you request, as disclosed on our Schedule of Fees, and the charge will apply whether or not we are able to successfully implement your request. Please note that our ability to successfully implement your stop payment request in these circumstances may no longer exist, that such ability may depend on various factors including the timing of your request and the payment or transfer method we have chosen to use in our sole discretion (e.g., we may be able to stop payment on a paper check for a bill payment that is in transit more readily than on an electronic payment or transfer which has already begun processing), and that we will have no liability to you or any other person if we are unable to stop a payment or transfer that has already begun processing or on which processing has been completed. Also note that the EFTA gives you the right to utilize the foregoing procedure to stop any recurring payment or transfer by calling us at the above number or writing to us at P.O. Box 90248, Raleigh, NC 27675-0248, at least three Business Days before the Scheduled Payment Date of the bill payment or the scheduled date of the transfer; however, because there is a charge for any stop payment request, you should first consider instead using the payment cancellation/editing procedures within the Online Banking service as described in the preceding paragraph.

*Our Liability for Failure to Stop Payment.* If you do order us to stop one of these payments or transfers at least three Business Days before the Scheduled Payment Date of the bill payment or the scheduled date of the transfer, and you have given us all of the information we need to adequately identify the payment or transfer, we will be liable for your losses or damages if we fail to stop the payment.

**Our Liability for Failure to Make Transfers.** If we do not complete an electronic fund transfer to or from any of your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- You have not timely and accurately entered into the Online Transfers, External Transfers, or Online Bill Pay system all of the information we require, such as the correct information for the account from or to which the transfer or payment is to be made, or the correct name, address, phone number or account information for a Biller; or
- Through no fault of ours, you do not have enough money in the designated account to make the transfer; or
- The funds are subject to legal process or other encumbrance restricting such transfer; or
- The transfer would exceed the credit limit on your overdraft line of credit, if applicable; or
- The payment processing center or transfer system was not working properly and you knew about the problem when you started the transfer; or
- Circumstances beyond our control (such as, but not limited to, a fire, flood or interference from an outside source) prevent the transfer, despite reasonable precautions that we have taken.

There may also be other exceptions stated in our agreements with you or permitted by law. If any of the above described or other exceptions apply, any Online Bill Pay Guarantee that would otherwise have been applicable will be void.

**Procedures for Errors or Questions.** If you think your account statement or online transaction history is wrong, or if you need more information about an electronic fund transfer listed on any statement or transaction history, call or write us as soon as you can at the phone number or address listed below, or send us an electronic message through the “Statements and Services” tab within Online Banking:

**1-800-769-2553**  
RBC Bank  
P.O. Box 90248  
Raleigh, NC 27675-0248

We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appears.

Your notice to us regarding errors or questions should include each of the following:

- Your name and applicable account number; and
- A description of the error or transfer you are unsure about, and an explanation, in as clear terms as possible, concerning why

you believe there is an error or why you need more information; and

- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten Business Days.

We will determine whether an error occurred within ten Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten Business Days, we may not credit your Account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

We may revoke any provisional credit provided to you in whole or in part if we find that an error did not occur, or that an error occurred in a manner or amount different from that which you described, or that the situation was one for which you bear the risk of loss. Any such revocation of provisional credit will be in accordance with the revocation procedures outlined in the EFTA.

### **SPECIAL PROVISIONS APPLICABLE TO CROSS-BORDER CONSUMER ONLINE TRANSFERS FROM THE U.S. TO CANADA (REMITTANCE TRANSFERS)**

If you enroll in the optional Online Cross-Border Account Linking service as described elsewhere above, then you may make Cross-Border Online Transfers between your U.S. accounts with us and your Canadian accounts with RBC Royal Bank, subject to the terms and conditions stated in this Agreement and in our separate Online Cross-Border Account Linking Agreement. If you are a consumer, when you make a Cross-Border Online Transfer from one of your U.S. accounts to one of your Canadian accounts, that transaction is defined as a type of Remittance Transfer under the EFTA and is subject to special provisions under the law and regulations. This is true regardless of whether the receiving account in Canada is a consumer account or (if we permit such transfers) a non-consumer account. (These special provisions do not apply to Cross-Border Online Transfers made in the other direction, from Canada to the U.S., nor do they apply to any transfers made out of non-consumer U.S. accounts.)

Most of the provisions described immediately above under the main heading “Electronic Fund Transfer Act and Regulation E Disclosures” apply to these Remittance Transfers. However, there are certain rights you have in connection with Remittance Transfers that are different from, or in addition to, some of the rights described above. For example, you will receive specific disclosures about the details of the transfer before you will be permitted to make the transfer, and we will provide you a receipt containing additional information after you have made the transfer.

Also, you may have different rights if you suspect an error or problem with a Remittance Transfer. Generally, but with some exceptions, the provisions described above under “Procedures for Errors or Questions” do not apply to errors or problems involving Remittance Transfers. Instead, the following provisions normally will apply:

**What to Do if You Think There Has Been an Error or Problem.** If you think there has been an error or problem with your Remittance Transfer:

- Call us at **1-800-769-2553**; or
- Write us at RBC Bank, P.O. Box 90248, Raleigh, NC 27675-0248; or
- Send us an electronic message through the “Statements and Services” tab within Online Banking.

You must contact us within 180 days of the date we told you the transferred funds would be made available to you in your Canadian account. When you do, please tell us:

- Your name and address or telephone number;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction, if we provided one to you.

We will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. We will tell

you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**What to Do if You Want to Reverse a Remittance Transfer.** The EFTA also gives consumers certain cancellation and refund rights that are particular to Remittance Transfers. These rights generally apply within the first 30 minutes after payment is made for the transfer; however, the right to cancel expires when the funds are deposited into the receiving account if that occurs sooner than the end of the 30-minute cancellation period. Because our Cross- Border Online Transfer service results in the immediate electronic transfer of funds into your Canadian account (as explained elsewhere above), the practical impact of these rules is that you will be unable to “cancel” any such transfer after you send it. However, should you change your mind about a Cross-Border Online Transfer at any time after sending it, you may effectively reverse the transaction (subject to possible exchange rate fluctuations) by making a similar transfer through the service out of your Canadian account back to your U.S. account, as long as the funds have not yet been withdrawn from the Canadian account by you or a joint account owner.

## DISPUTE RESOLUTION – AGREEMENT TO ARBITRATE

PLEASE SEE THE SERVICE AGREEMENT WHICH GOVERNS YOUR DEPOSIT ACCOUNTS FOR IMPORTANT ARBITRATION PROVISIONS AFFECTING HOW WE AGREE TO RESOLVE DISPUTES AND LEGAL CLAIMS THAT MAY ARISE BETWEEN US AS A RESULT OF OUR DEPOSIT ACCOUNT RELATIONSHIP. **THESE PROVISIONS ALSO APPLY TO THE ONLINE BANKING RELATIONSHIP.** IF YOU DO NOT WISH TO ACCEPT THESE ARBITRATION PROVISIONS, YOU MAY REJECT THEM BY NOTIFYING US IN WRITING IN A TIMELY MANNER AS DESCRIBED IN THE SERVICE AGREEMENT. PLEASE NOTE THAT IF ANY OF YOUR SUBSCRIBER ACCOUNTS ARE CREDIT CARD, LOAN OR LINE OF CREDIT ACCOUNTS, ANY DISPUTES OR LEGAL CLAIMS RELATING TO THOSE ACCOUNTS MAY BE GOVERNED BY SEPARATE DISPUTE RESOLUTION PROVISIONS WHICH MAY BE CONTAINED IN THE APPLICABLE AGREEMENTS GOVERNING THE ACCOUNTS.

For more information, please contact us at:

**1-800-769-2553**

[www.rbcbank.com](http://www.rbcbank.com)

RBC Bank

8081 Arco Corporate Drive

Suite 400

Raleigh, NC 27617



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<sup>1</sup> If you enrolled in Online Banking prior to October 13, 2016, Online Bill Pay was an optional feature requiring a separate enrollment. As of October 13, 2016, Online Bill Pay does not require a separate enrollment and existing Online Banking clients have been automatically enrolled in Online Bill Pay.

<sup>2</sup> If you enrolled in Online Banking prior to October 13, 2016, Remote Deposit was an optional feature requiring a separate enrollment. As of October 13, 2016, Remote Deposit does not require a separate enrollment and existing Online Banking clients have been automatically enrolled in Remote Deposit.

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