

Online Services Terms and Conditions



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TERMS AND CONDITIONS

1. GENERAL

- 1.1 These Terms and Conditions (the “Terms and Conditions”) govern the use of the Services and by accessing the Website you agree to be bound by them. It is recommended that you retain a copy of these Terms and Conditions for future reference. You can request a copy of these Terms and Conditions, the Bank’s General Terms and Conditions and the Account Institution General Terms and Conditions and full details about our Services at any time by contacting us. You can also find this information on our Website.
- 1.2 These Terms and Conditions are supplemental to the Bank’s General Terms and Conditions which shall apply to your use of the Services. If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the Bank’s General Terms and Conditions in respect of your use of the Services, the provisions in these Terms and Conditions shall prevail. If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the Bank’s General Terms and Conditions in respect of other aspects of your Account, the provisions in the Bank’s General Terms and Conditions shall prevail.
- 1.3 These Terms and Conditions will apply in addition to the Account Institution General Terms and Conditions. If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the Account Institution General Terms and Conditions then the provisions of these Terms and Conditions shall prevail.

2. DEFINITIONS

- 2.1 In these Terms and Conditions, unless the context otherwise requires:

“**Access Codes**” means the secret codes provided by the Bank to the Client for the purposes of accessing and using the Services. Such secret codes being unique and separate to each Client.

“**Account**” means any or all of the accounts of the Client with the Account Institution to which the Client has access through the Services.

“**Account Institution**” means the relevant RBC entity with which the Client holds the relevant Account.

“**Account Institution General Terms and Conditions**” means in relation to each Account the terms and conditions or terms of business of the relevant Account Institution governing the use and operation of the Account.

“**Authorisation Letter**” means the authorisation letter or application form signed by the Client in the form required by the Bank setting out the manner in which Instructions may be accepted from the Client.

“**Bank**”, “**we**” “**us**” or “**our**” means Royal Bank of Canada (Channel Islands) Limited (a company incorporated in Guernsey and having its registered office at PO Box 48,

Canada Court, Upland Road, St Peter Port, Guernsey, GY1 3BQ) and any of its offices, branches, employees or appointees. The Bank is regulated by the Guernsey Financial Services Commission to carry on deposit taking and investment business and to act as a custodian/trustee of collective investment schemes in Guernsey and is regulated by the Jersey Financial Services Commission in the conduct of deposit taking, funds services and investment business in Jersey.

“**Bank’s General Terms and Conditions**” means the general terms and conditions of the Bank in respect of the Account.

“**Business Day**” means in relation to an Account, any day on which the Account Institution is open for business.

“**Client**”, “**you**” and “**your**” means the person or entity that holds Accounts with the Bank and is subscribing to use the Services or a person authorised by a Client to use the Services, in which case such person shall be deemed to be an agent of the Client for the purposes of these Terms and Conditions .

“**Data Protection Laws**” means the Data Protection (Jersey) Law 2005 or the Data Protection (Bailiwick of Guernsey) Law 2001, as amended, as applicable to the location of the Account and the Services.

“**Email ID**” means any email address supplied by the Client to the Bank to be used in any email notification.

“**General Online User Guide**” means the Bank’s user guide relating to the Online Services including any revisions thereof.

“**Instructions**” means the instructions given by the Client in accordance with the Authorisation Letter.

“**RBC**” means and includes any company, which is directly, or indirectly a holding company, sister company, or subsidiary of the Bank and any company, which is directly, or indirectly a subsidiary of any such holding company or sister company and in this definition reference to “company”, “holding company”, “sister company” or “subsidiary” shall be interpreted as a reference to a body corporate wherever incorporated.

“**Services**” means the Online Services provided by RBC and supplied by the Bank from its offices in Jersey as set out in the General Online User Guide, the UTMOST User Guide and the Corporate Actions Online User Guide as applicable.

“**UTMOST User Guide**” means the Bank’s user guide relating to the online securities dealing services available through Online Services, including any revisions thereof.

“**Corporate Actions Online User Guide**” means the Bank’s user guide relating to the Corporate Actions services available through Online Services, including any revisions thereof.

“**Website**” means the website used by the Bank for the purpose of providing the Services.

- 2.2 In addition:
- (i) words importing the singular shall include the plural and vice versa;
 - (ii) words importing a gender shall include all genders;
 - (iii) clause headings are for convenience only and shall not affect the interpretation hereof;
 - (iv) references herein to these Terms and Conditions and any agreement or document shall be deemed to include references to such Terms and Conditions, agreement or document as varied, supplemented or replaced from time to time; and
 - (v) references to a person shall include its successors and assigns.

3. SUPPLY OF SERVICES

- 3.1 The Services will be made available only with the prior approval of the Bank and will be subject to these Terms and Conditions.
- 3.2 The Client shall be responsible for providing, installing, maintaining and upgrading suitable computing and communications equipment and systems in order to make full use of the Services.
- 3.3 The Bank does not warrant that all or any of the Services will be operational at all times or any time or that the Services will be operated free from error or interruption or that the use of email or the internet is a secure means of relaying Instructions.
- 3.4 We may temporarily suspend the Website and the Services for operational reasons, but before doing so, will endeavour to give you as much notice as is reasonably practicable.
- 3.5 The Bank may add to or reduce the number of Services available or alter the nature and performance of the Services available.
- 3.6 The Bank may set limits (whether financial, relating to access times or otherwise) on the use of the Services in relation to any given transaction or Account.
- 3.7 For your protection, we reserve the right to suspend or deny you access to the Website if any incorrect information is supplied by you in accessing the Website or if we, in our absolute discretion, suspect that an unauthorised person is trying to access the Website using your Access Codes.

4. GENERAL ONLINE USER GUIDE AND UTMOST USER GUIDE

The Client confirms that he/she has read and understood the contents of the General Online User Guide as well as the UTMOST and Corporate Actions Online User Guides if applicable and, acknowledges that the Services are made available and supplied by the Bank subject to the Client's agreement to follow the procedures and requirements set out in the General Online User Guide as made available on the Website, these Terms and Conditions and, where applicable the UTMOST and Corporate Actions Online User Guides.

5. ACCESS TO THE SERVICES AND SECURITY PROVISIONS

- 5.1 Access Codes will be issued by the Bank to the Client to enable the Client to access and use the Services. Access Codes will at all times remain the property of the Bank and may be replaced or withdrawn at any time by the Bank in its absolute discretion.
- 5.2 The Client agrees to comply with the terms and guidelines set out in the General Online User Guide and where applicable the UTMOST and Corporate Actions Online User Guides in relation to the use of Access Codes.
- 5.3 The Client shall ensure that the Access Codes remain strictly confidential. No one but the Client is permitted to know or use the Access Codes and the Bank takes no responsibility for unauthorised access or use of the Services if such Access Codes are shared. If the Client knows or suspects that someone else knows or may know their Access Code, the Client must inform the Bank immediately. The Client acknowledges and agrees that the Bank may issue separate Access Codes to users authorised by the Client to access and use the Services.
- 5.4 The Client will not access or use the Services for an illegal, fraudulent or defamatory purpose, or take steps or action that could undermine the security, integrity, effectiveness, goodwill or connectivity of the Services (including but not limited to fraudulent, malicious or other activities that threaten to harm or cause harm to any other person).
- 5.5 The Client must notify the Bank immediately if the Client becomes aware of:
- (i) any known or suspected error in connection with the use of the Services;
 - (ii) any known or suspected fraud in connection with the use of the Services;
 - (iii) any reason why access to the Services is no longer appropriate and needs to be withdrawn by the Bank; and the Client shall do all such acts and things as the Bank may require in order to address, deal with or take remedial steps in connection with any of the foregoing.
- 5.6 The Client acknowledges that the giving of instructions via email, electronic messaging, computer or the internet is not secure and that the Client cannot be assured of complete privacy or confidentiality in making use of the Services or the Website.

6. LINKS TO THIRD PARTY WEBSITES

- 6.1 The Website may contain links or hypertext links to other websites which are hosted and maintained by third parties. We have no control over the content or security of any such site. You link to such websites at your own risk and we make no representations and have no responsibility regarding the use and content of any such website.
- 6.2 Any links to third party websites are provided solely as a convenience to users. You are reminded that when you enter other websites via such hypertext links, you may be subject to further terms and conditions applicable thereto.

7. COPYRIGHT

7.1 The General Online User Guide, the UTMOST and Corporate Actions Online User Guides if applicable and all other documentation made available to the Client by the Bank in connection with the Services, including any material contained within the Website contains confidential information of the Bank and/or its licensor and all copyright, trade marks and other intellectual property rights in the General Online User Guide, the UTMOST and Corporate Actions Online User Guides if applicable and such other documentation are reserved and shall remain the exclusive property of the Bank or such licensor as the case may be.

8. LIMITATION OF BANK'S LIABILITY

- 8.1 Except to the extent attributable to its gross negligence or that of its officers or employees, neither the Bank nor any Account Institution shall be liable for any loss or damage, whether direct or consequential, suffered by the Client as a result of using the Services or the Website. Without limitation to the foregoing, neither the Bank nor any Account Institution shall be liable for any loss, liability, injury or damage caused directly or indirectly by any viral contamination or by any downtime, unavailability, failure, malfunction, distortion or interruption of the Services or of any hardware, software or equipment used in connection with the Services.
- 8.2 The Bank makes no representations or warranties in relation to the Services, its functions, purpose or performance characteristics and no such representations or warranties or any other term or condition or any duty of care shall be implied.
- 8.3 Without limitation or prejudice to the foregoing provisions of this clause, no claim may be made against the Bank unless written notice of such claim giving reasonable details thereof shall have been received by the Bank within 90 days after the act, event or omission giving rise to such claim.
- 8.4 We shall not be liable for any loss or damage which may arise from the use that you make of any third party information or data contained on the Website or the use that you make of any hypertext links to any third party websites. Use of any third party websites or any software downloaded from any such third party websites is governed by the terms of any license agreement which accompanies or is provided on such website or with such software.
- 8.5 We shall not incur any liability whatsoever arising from the fraud, wilful misconduct or negligence of any delegate, agent, nominee or any other third party appointed by us in good faith and with due diligence.

9. TERM AND TERMINATION

9.1 Following a period of 18 months without the Client accessing the Services, the Bank shall be entitled to remove access to the Services without notice. The Client may contact the Bank to request that their access is reinstated if so required. However, the Bank may at any time restrict or preclude the use of the Services by the Client if the Client is in breach of any of its obligations hereunder.

9.2 The Client may by not less than 30 days prior notice in writing advise the Bank that it no longer wishes to use the Services.

9.3 All rights and obligations of the parties shall cease to have effect immediately upon the expiry of the relevant period set out at 9.1 above without affecting the accrued rights and obligations of the Bank as at that date and the continued existence and validity of the rights and obligations of the parties under these Terms and Conditions which are expressed to survive termination.

10. ASSIGNMENT

All rights and benefits that the Client may have in connection with or in any way relating to the Services are personal to the Client and may not be assigned by the Client.

11. GENERAL

- 11.1 The Services are only available to Clients in jurisdictions where the access and use of the Services is not prohibited or restricted by local law or regulation. It is the responsibility of the Client to inform the Bank if the use of the Services by the Client is prohibited or restricted by local law or regulation.
- 11.2 The material and information provided to the Client by the Bank in respect of or in connection with the Services shall not be downloaded, reproduced or copied by the Client other than in the manner stated in the General Online User Guide or the UTMOST and Corporate Actions Online User Guides if applicable and only for the legitimate business purposes of the Client. The Client acknowledges that such information and material may have been obtained from sources outside of the Bank and that no guarantee can be given with regard to the accuracy, timeliness or completeness of such material and information.
- 11.3 No material or information provided to the Client by the Bank in respect of or in connection with the Services which bears the name of the Bank or its affiliates shall be disclosed or made available to third parties by the Client.
- 11.4 Neither the Client or any third party is permitted to link any website to the Website.
- 11.5 If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the General Online User Guide or the UTMOST and Corporate Actions Online User Guides then the provisions of these Terms and Conditions shall prevail.
- 11.6 The Bank may amend these Terms and Conditions from time to time by providing the Client with notice of the amendment either before or after the amendment takes effect. The Client may be asked to agree to the amended Terms and Conditions upon principal access to the Services following the introduction of an amended set of Terms and Conditions.
- 11.7 The failure to exercise or delay in exercising a right or remedy under these Terms and Conditions shall not constitute a waiver of such right or remedy under these Terms and Conditions.

- 11.8 The Bank shall not be in breach of these Terms and Conditions in the event of failure to provide the Services due to circumstances beyond its control.
- 11.9 Any notice to be given by the Bank to the Client under these Terms and Conditions may be provided electronically through these Services or the Bank's website or via the respective Client Email ID.
- 11.10 The Client shall indemnify and hold harmless the Bank and its nominees and agents against all and any demands, claims or actions arising howsoever (and in any jurisdiction) in connection with the performance of its obligations under these Terms and Conditions, its operation or the functions of the Bank hereunder except to the extent that the same arise from the gross negligence of the Bank.
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- 12. GOVERNING LAW**
- These Terms and Conditions shall be governed by and shall be construed in accordance with the laws of the jurisdiction in which the Account is maintained and the Client irrevocably agrees that the courts of such jurisdiction shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with the Services or these Terms and Conditions.
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- 13. DATA PROTECTION**
- 13.1 The Bank will only use personal information in accordance with applicable Data Protection Laws. The Bank is entitled to hold and keep a record on its centralised computer database or structured paper file of any information obtained from or about the Client in connection with the Account. Such information may be retained after the Account has been closed, and for customer identification purposes in accordance with the record keeping policy of the Bank.
- 13.2 The Bank will only retain the information gathered for as long as the Bank considers it to be necessary, having regard to relevant laws and regulations, including those relating to matters including, but not limited to:
- (i) record keeping;
 - (ii) prescription periods;
 - (iii) the provision of financial services and advice;
 - (iv) customer and client administration;
 - (v) advertising, marketing and public relations in the jurisdiction in which the Account is maintained.
- 13.3 The Client acknowledges that in order for the Client to take advantage of the Services and in particular, to provide the Client with consolidated views of Accounts held with RBC it may be necessary to access the various systems of the RBC subsidiary companies that comprise RBC, in order to obtain a Client's personal and account information.
- 13.4 The Client also acknowledges that RBC employees authorised to do so may access the Services and view consolidated Client information.
- 13.5 Information provided by the Services may from time to time be used to provide the Client with information regarding products and services, which the Bank or other RBC entities believe may be of interest to you. If you do not wish to receive this information, you should advise your relationship manager.
- 13.6 The Client has a right to a copy of the personal data, including sensitive personal data (as such terms are defined under the Data Protection Laws) about them held by the Bank. Such personal data may be obtained by writing to the Data Protection Officer at the Bank, and, in accordance with the applicable Data Protection Laws, paying the applicable fee, if any, and providing further information as requested by the Bank.
- 13.7 The Client agrees that the Bank may from time to time use RBC's centralised systems and/or systems resources and/or specialist information technology employees in other countries such as Canada and the United Kingdom, whether or not those countries have equivalent data protection legislation to the jurisdiction from which the Account is provided and which may be outside the European Economic Area. This may result in certain client information including personal data and sensitive personal data being transmitted through or stored or processed in another jurisdiction and also being subject to the laws of that country. In this event, the Bank shall use its reasonable endeavours to ensure that Client information, including any Client personal data is protected to the standards which the Bank applies in the jurisdiction of the Account.
- 13.8 In the event that the Client believes that any of the centrally held information, including the Client's personal data, is incorrect or inaccurate, the Client must promptly notify the Bank so that the information can be updated or corrected.
- 13.9 The Bank will only disclose the Client's information and/or personal data (if applicable) to non-RBC third parties with the consent of the Client or as provided in these Terms or in accordance with the applicable Data Protection Laws, which includes, inter alia, where required by law or in connection with legal proceedings for purposes of public security, crime and taxation, health, education and social work, regulatory requirements, or for the sake of research, history or statistics.
- 13.10 The Bank may make searches with licensed credit reference agencies, which will keep a record of that search. In the case of a Client that is a body corporate or a partnership, the Bank may also make enquiries with licensed credit reference agencies about the directors or partners (as the case may be) of that body corporate or partnership. In connection with any request for credit or an authorised overdraft, the Bank may make searches on public registers of mortgages, charges, liens or other security interests, and the relevant registrar may keep a record of that search.
- 13.11 The Bank may disclose information to credit reference agencies about the Client and details of how the Account is operated in instances such as where the Client has fallen behind with repayments on a debt or other liability owed to the Bank.

13.12 The Bank stores its records for a minimum period of ten years after a relationship has ended. Thereafter the Bank reserves the right to destroy such records relating to the Client or the Account.

14. COMPLAINTS

14.1 Should you be dissatisfied with any aspects of the Services, you should write to the Bank at the relevant office or branch at the address provided at the end of these Terms, addressing your complaint to the Managing Director. Your complaint will then be dealt with in accordance with the Bank's complaints procedures, which will ensure that an initial response is sent to you within five working days. The Bank has a leaflet that explains the Bank's complaints procedures in detail and which is available upon request from the Bank.

14.2 The Bank complies with all applicable laws and codes of practice for the proper handling of complaints.

15. ACCOUNT INSTITUTION AND AUTHORISATION LETTER

15.1 Instructions given by the Client will be transmitted by the Bank to the Account Institution and the Client authorises the Account Institution to act upon all Instructions given in accordance with the Authorisation Letter supplied by the Client. Transactions effected or to be effected pursuant to Instructions will in addition to the provisions of these Terms and Conditions be subject to the Account Institution General Terms and Conditions applying to such transactions.

15.2 The Client shall not be entitled to amend, vary or revoke authorisations contained within the Authorisation Letter without the prior written agreement of the Bank and Account Institution.

15.3 The Client shall be responsible for ensuring that all Instructions are accurate, clear and correct and are given only by authorised persons in accordance with procedures and guidelines specified, from time to time by the Bank in the General Online User Guide, the UTMOST and Corporate Actions Online User Guides where applicable and the Authorisation Letter. The Client shall bear the risk for all unauthorised, fraudulent, ambiguous, unclear or incomplete Instructions and acknowledges that the Bank/ Account Institution may decline to act on Instructions which it believes to have been given fraudulently or by an unauthorised person or which it believes are ambiguous, unclear or incomplete.

15.4 The Client shall take care to ensure that the Instructions are secure and that unauthorised access to the Services is prevented.

15.5 Instructions received before the relevant cut-off time on any Business Day will be processed on that day or on the date specified in the Instructions (or if that date is not a Business Day, on the next following Business Day). Cut-off times may vary depending upon the nature of the transaction to be effected and may depend upon external factors beyond the control of the Bank or Account Institution. You should contact your relationship manager for details of cut-off times.

15.6 Transactions involving the payment, transfer or conversion of foreign currencies will be effected in accordance with the Account Institution's standard terms for such transactions.

15.7 The Client authorises the Bank and Account Institution to act upon all Instructions without taking any steps to verify their authenticity or to verify the authority of the person giving them, even if such Instructions conflict with or are in any way inconsistent with any other Instruction received by the Bank or Account Institution from the Client.

15.8 Neither the Bank nor the Account Institution shall be under any obligation to cancel or amend any Instruction after it has been received by the Bank or Account Institution.

15.9 The Account Institution may refuse to carry out any Instruction without explanation to the Client where in the Account Institution's opinion and judgment to do so would or might be contrary to any applicable regulations or relevant laws.

15.10 The Client must notify the Bank immediately if the Client becomes aware of:

- (i) any failure by the Bank to receive Instructions;
- (ii) any delay by the Bank in receiving Instructions;
- (iii) any delay by the Account Institution to act on any instruction received by the Bank.

15.11 The records the Bank and Account Institution maintain from time to time of Instructions received and payments and other transactions effected by the Account Institution through or in connection with the Services, shall to the extent of such records and in the absence of manifest error, be conclusive proof and evidence of such Instructions, payments and transactions and the times at which they were sent, received or effected.

15.12 Instructions received after the stated deadline on the Corporate Actions Online module cannot be guaranteed. Where a late instruction is rejected or no instruction is received the event default will be applied to the account

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Royal Bank of Canada (Channel Islands) Limited ("the Bank") is regulated by the Guernsey Financial Services Commission in the conduct of deposit taking and investment business and to act as a custodian/trustee of collective investment schemes in Guernsey and is also regulated by the Jersey Financial Services Commission in the conduct of deposit taking, fund services and investment business in Jersey. The Bank's general terms and conditions are updated from time to time and can be found at www.rbcwealthmanagement.com/global/en/terms-and-conditions

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