

**Royal Bank of Canada, Hong Kong Branch
(Central Entity Number AAE727)
RBC Wealth Management Asia Online Services Terms and Conditions**

This document sets out the terms and conditions governing the use of the Online Services (as defined below) of Royal Bank of Canada, acting through its Hong Kong branch. Royal Bank of Canada is duly established under the Bank Act (Canada), which provides limited liability for shareholders.

Access to the Online Services is only available to those who have a banking relationship with the Royal Bank of Canada, Hong Kong branch, and their Authorised Users (defined below).

NEVERTHELESS, BY ACCESSING THE RBC WEALTH MANAGEMENT ASIA ONLINE SERVICES, PRESENTLY AVAILABLE AT THE WEBSITE ACCESSIBLE THROUGH THE URL [HTTPS://WWW.RBCWEALTHMANAGEMENT.COM/EN-ASIA](https://www.rbcwealthmanagement.com/en-asia), YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE RBC WEALTH MANAGEMENT ASIA ONLINE SERVICES TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE RBC WEALTH MANAGEMENT ASIA ONLINE SERVICES TERMS AND CONDITIONS, OR IF YOU ARE NOT AUTHORISED TO ACCESS THE RBC WEALTH MANAGEMENT ASIA ONLINE SERVICES, DO NOT ATTEMPT TO ACCESS THE ONLINE SERVICES.

These terms and conditions apply to the Customers (as defined below) and their Authorised Users in addition to the General Terms and Conditions (as defined below). Each capitalised term which is not defined in Clause 1, unless the context otherwise requires, has the meaning ascribed to it in the General Terms and Conditions.

1. Definitions

- 1.1 **"Affiliates"** means any subsidiaries, related corporations, holding corporations, branches, head office, representative offices, associated corporations of Royal Bank of Canada or any entity (whether or not corporate) owned wholly or partly by any of the aforesaid, and includes their respective successors and assigns.
- 1.2 **"App"** refers to the RBC Wealth HKB mobile app (or such other name as the Bank may designate from time to time), as available for Android or iOS.
- 1.3 **"App Store Provider"** is defined in Clause 6.5.
- 1.4 **"Authorised User"** means each individual in respect of which the Customer has completed and duly signed the RBC Wealth Management Asia Online Services Application Form, and who has thereafter been accepted by the Bank as an authorised user of the Customer and for whom an Online Services user account has been created and subsists. Such individuals must be Customers, or have been authorised by Customer(s) to operate the Account(s) for an on its/their behalf, pursuant to documents acceptable to the Bank and duly signed by Customer(s) and received by the Bank from time to time, examples of which may include application forms or other forms for the Account(s), power of attorney, limited power of attorney or a board resolutions.
- 1.5 **"Bank"** means Royal Bank of Canada, acting through its Hong Kong branch, including its successors, novatees, transferees and assigns.
- 1.6 **"Banking Ordinance"** means the Banking Ordinance, Chapter 155 of the Laws of Hong Kong and all and any regulations, notices, directives, circulars, practice notes, orders and guidelines promulgated or issued thereunder.
- 1.7 **"Content"** is defined in Clause 9.1.
- 1.8 **"Customer"** means the person(s) who opened the Account(s).

- 1.9 “**Electronic Statements**” means statements of accounts, Confirmations and Tax Documents and any other communications or correspondence that may be provided by the Bank in an electronic form, including through the Online Services and/or such other channels as the Bank may designate from time to time.
- 1.10 “**Electronic Statement Facility**” is defined in Clause 10.1.
- 1.11 “**General Terms and Conditions**” means the terms and conditions of the Account(s) governing the use of the banking facilities and services of Royal Bank of Canada, acting through its Hong Kong branch, including any relevant circular letter, but excluding these RBC Wealth Management Asia Online Services Terms and Conditions.
- 1.12 “**Malware**” means any and all forms of:
- (a) malicious, surreptitious, destructive or corrupting code, agent, macro or any other program which is designed to permit unauthorised access, to disable, erase, corrupt or otherwise harm or damage software, hardware or data; or
 - (b) any device, method, or token whose apparent or intended purpose is to: (i) allow circumvention of the normal security of software or the system containing the code, or (ii) to modify or alter the activity or setting of web browsers without the user’s consent (such as browser-in-the-browser attacks, which spoof a different window with the aim of redirecting the user to another website to steal and capture information about them).
- 1.13 “**Mobile Soft Token**” refers to the **RBC Secure HK** mobile app (or such other name as the Bank may designate from time to time), as available for Android or iOS.
- 1.14 “**Online Services**” means the RBC Wealth Management Asia Online Services, presently available at the website accessible through the URL <https://www.rbcwealthmanagement.com/en-asia>, and through mobile app(s) (including the App), offering the following services, products, features and/or facilities to the Customer:
- (a) balance enquiries;
 - (b) accessing statements of account and transaction history;
 - (c) accessing portfolio information;
 - (d) transmitting communications, transactions, Instructions and operations; and/or
 - (e) such other services, products, features and/or facilities as the Bank may decide to make available from time to time.
- 1.15 “**Paper Statements**” means statements of accounts, Confirmations and Tax Documents provided by the Bank in printed form.
- 1.16 “**Password**” means any password assigned by the Bank to the Customer or Authorised User and/or amended as permitted through the Online Services, to be used by the Customer or Authorised User (as the case may be) for access to the Online Services.
- 1.17 “**Registered Mobile Device**” is defined in Clause 7.4(a).
- 1.18 “**Security Devices**” means the User ID, Password, SMS OTP, Mobile Soft Token and/or any other security procedures, devices or equipment, issued or prescribed by or on behalf of the Bank in relation to the Customer and/or Authorised Users’ access to and/or use of the Online Services.
- 1.19 “**SMS Alerts**” means alerts sent by the Bank through short message service for the purpose of notifying the Customer in relation to the Customer’s access to and/or use of the Online Services.

- 1.20 **“SMS One Time Password”** or **“SMS OTP”** means a password issued by the Bank through short message service that is only valid for one session or transaction, for the purpose of authentication.
- 1.21 **“Tax Documents”** means any forms, slips, receipts or other documents or information the Bank may be required or permitted to send to the Customer now or in the future under applicable tax legislation, as amended from time to time.
- 1.22 **“Third Party Service Provider”** means a party other than the Bank and/or its Affiliates which provides any function, programme, content, application or service accessible through or on the Online Services.
- 1.23 **“User ID”** means the unique log-in identification name which identifies the Customer or an Authorised User and is associated with an Online Services user account.
- 1.24 For the purposes of these RBC Wealth Management Asia Online Services Terms and Conditions:
- (a) words and expressions used in the singular shall include the plural and vice versa; those in the masculine gender shall include the feminine and the neuter genders, and vice versa; and those importing individuals shall include corporations and bodies of persons, and vice versa;
 - (b) the headings are inserted for convenience only and shall be ignored in construing these RBC Wealth Management Asia Online Services Terms and Conditions;
 - (c) where more than one person is named in the Account(s) opening application as a person opening the Account(s) then, except where otherwise provided in these RBC Wealth Management Asia Online Services Terms and Conditions, references to the “Customer” are references to all such persons and each such person shall be jointly and severally liable to the Bank under these RBC Wealth Management Asia Online Services Terms and Conditions;
 - (d) any reference to any statute, statutory instrument, regulations, set of rules, notices, directives, circulars, practice notes, codes, orders and guidelines shall be references to such statute, statutory instrument, regulations, set of rules, notices, directives, circulars, practice notes, codes, orders and guidelines as from time to time be amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force; and
 - (e) notwithstanding anything to the contrary, any reference in these RBC Wealth Management Asia Online Services Terms and Conditions to the Bank’s “discretion” shall be construed to refer to the Bank’s “sole and absolute discretion”; any determination to be made by the Bank, any opinion to be formed by the Bank or any exercise by the Bank of any rights or entitlement may be made, formed or exercised (as the case may be) at the Bank’s sole and absolute discretion and, in every case, shall be conclusive and binding on the Customer. The word “includes” or “including” as used in these Terms and Conditions shall be construed to mean “includes without limitation” or, as the case may be, “including without limitation”.

2. Applicability of these RBC Wealth Management Asia Online Services Terms and Conditions

- 2.1 These RBC Wealth Management Asia Online Services Terms and Conditions are the specific terms and conditions governing use of the Online Services, and are supplementary to and not in substitution for the General Terms and Conditions and other written agreements between the Bank and the Customer. In the case of conflict or inconsistency between these terms and the General Terms and Conditions, the provisions in these terms shall prevail to the extent of such conflict or inconsistency, but only in relation to the Online Services, including access and/or use of Online Services user accounts.

- 2.2 In addition to these RBC Wealth Management Asia Online Services Terms and Conditions which shall continue in full force and effect, the use of specific aspects of the Content and the Online Services, more comprehensive or updated versions of the Content or the Online Services and/or any services offered by any Third Party Service Providers, may be subject to additional terms and conditions (“**Additional Terms**”).
- 2.3 The Bank reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively “**New Services**”) as part of the RBC Wealth Management Asia Online Services. The term “**Online Services**” shall include New Services which are provided through or as part of the RBC Wealth Management Asia Online Services.
- 2.4 All New Services shall be governed by these RBC Wealth Management Asia Online Terms and Conditions and may also be subject to Additional Terms. In the event of any inconsistency between these Terms and Conditions and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the service, product and/or programme in question unless otherwise provided.
- 2.5 The Bank may impose such further terms and conditions and reserves the right to amend, alter, delete, review, substitute or modify these RBC Wealth Management Asia Online Services Terms and Conditions as the Bank may in its discretion deem fit from time to time (including terms or amendments allowing the Bank to charge or revise fees for use of the Online Services and/or Content or part thereof). The Bank shall notify the Customer and Authorised Users of such amendments by way of notifications or postings through the Online Services or such other method of notification as may be designated by the Bank (such as via email or other forms of electronic communications), which the Customer and Authorised Users agree shall be sufficient notice for the purpose of this clause. Amendments shall take effect on and from such date as specified in the relevant notification or, if no such date is specified, on and from the date of such notification. If the Customer or Authorised User accesses and/or uses the Online Services after such amendments have been made, the Customer and Authorised Users shall be deemed to have consented to such amendments. If the Customer or any Authorised User does not accept such amendments, the Customer and/or Authorised User must immediately stop using and/or accessing the Online Services.

3. Application for the Online Services and Licence to Use the Online Services

- 3.1 The Bank may extend the Online Services to Customers and Authorised Users at its discretion, who would need to have access to the Internet and knowledge of how the Internet works. The Customer may request access to the Online Services by completing the Bank’s prescribed forms, including the RBC Wealth Management Asia Online Services Application Form. Upon receipt of the request and subject to the satisfaction of the Bank, access shall be provided by the Bank at its discretion through the Online Services from time to time. All access and/or use of the Online Services by an Authorised User shall be deemed access and/or use by the Customer, and any breach and/or non-compliance of these RBC Wealth Management Asia Online Services Terms and Conditions by an Authorised User shall be deemed the breach and/or non-compliance of the Customer. All references to the Customer’s access and/or use of the Online Services shall be deemed to include Authorised Users’ access and/or use where applicable. The Customer may request for the status of an Authorised User to be terminated by providing written notice from time to time. Upon receipt of such request and subject to Bank having reasonable time to process such request, access by that individual shall be terminated. Such termination shall terminate only that individual’s status as an Authorised User and their Online Services user account and shall not terminate the provision of the Online Services to the Customer or affect the status of any other Authorised User.
- 3.2 The Online Services are proprietary to the Bank and must not be used other than strictly in accordance with the terms set out herein.
- 3.3 For the avoidance of doubt, the Bank shall not at any time be obliged to provide any adaptations, enhancements and/or modifications to the Online Services, including any updates, patches, bug-

fixes and/or upgrades to the Online Services or any new versions and/or releases of the Online Services which incorporate new features or functions. New releases of the Online Services may incorporate reductions in features or functions.

4. Instructions

- 4.1 All Instructions provided through the Online Services shall be given in the manner indicated by the Bank. The Bank shall not be required to investigate or verify the accuracy, completeness or authenticity of any such Instructions, which once given or transmitted through the Online Services, are effective and irrevocable. The Customer expressly authorises the Bank to accept and act upon any Instructions received through the Online Services, and agrees that the same shall be binding upon the Customer notwithstanding any error, fraud, forgery, impersonation or incompleteness of such Instruction. Notwithstanding the foregoing, the Bank may:
- (a) refrain from acting promptly upon any Instructions should there be any inconsistency, ambiguity, uncertainty or lack of clarity in the terms or contents; and/or
 - (b) require any Instructions to be confirmed in writing by the Customer and/or Authorised User and/or require additional identification in an attempt to verify the Instructions, or ask the party giving the Instructions for such detailed information as may be necessary to establish his/her identity and authority, and/or perform call-back procedures using the Customer's telephone number(s) as specified in the Bank's books and records before acting on the same.
- 4.2 Each Authorised User is severally empowered and authorised to provide Instructions through the Online Services on the Customer's behalf and shall act (without prejudice to any other capacity which such person may be transacting under) as the Customer's agent when providing Instructions through or using the Online Services, in relation to the Customer's Account(s).
- 4.3 Any use of or access to (or purported use of or access to) the Online Services and/or any Instructions referable to a Security Device (whether or not such access, use or Instruction is authorised) shall be deemed to be the Customer or Authorised User's use or access to the Online Services and/or Instructions transmitted or validly issued by the Customer or Authorised User (as the case may be) and the Bank is authorised to act on any Instructions referable to a Security Device, whether or not the acts and deeds in question are actually authorised by the Customer or Authorised User. The Bank shall regard any person who accesses the Online Services by using a Security Device to be the Customer or relevant Authorised User and may allow any such person full access to the Online Services.

5. Use of the Online Services

- 5.1 The Customer agrees to comply, and shall procure that its Authorised Users comply, with all overviews, guides, notices, guidelines, rules and instructions pertaining to the use of the Online Services, App or the Security Devices as may be issued by the Bank. These overviews, guides, notices, guidelines, rules and instructions may be notified to Authorised Users via the Online Services or issued in a manner similar to notices or other communications given by the Bank.
- 5.2 The Customer agrees to abide by, and shall procure that its Authorised Users abide by, all applicable laws and regulations in the access to or use of the Online Services.
- 5.3 Without prejudice to the generality of the foregoing, the Customer agrees and undertakes NOT to, and to procure its Authorised Users NOT to:
- (a) copy, sell, resell, assign, licence, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis, publish or otherwise reproduce the Online Services or any part thereof in any form by any means;
 - (b) adapt, modify, decompile, disassemble, localise, port and/or reverse engineer the Online Services or any part thereof;

- (c) remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of the Bank placed upon or contained within the Online Services;
- (d) prepare or develop derivative works based on the Online Services;
- (e) use, send, distribute or upload, in any way, software, data or materials that contain Malware;
- (f) post, promote or transmit through the Online Services any offensive, indecent, harassing, vulgar, obscene, harmful, defamatory or otherwise objectionable material of any kind or nature;
- (g) to permit unauthorised individuals to access the Online Services and not to redistribute any Content made available through the Online Services to others; and/or
- (h) use the Online Services other than in conformance with the acceptable use policies of any connected computer networks and any applicable Internet standards.

Any breach of the aforesaid restrictions shall result in immediate and automatic termination of all rights and licences granted hereunder, including any right to access the Online Services user account of any Authorised User. The use restrictions set out herein shall survive the termination of these RBC Wealth Management Asia Online Services Terms and Conditions.

5.4 The Bank will advise from time to time the software, hardware and operating systems which are required for using the Online Services. There will be no obligation on the Bank to support any particular types of software, hardware and operating systems.

5.5 The Customer acknowledges that the Customer and its Authorised Users play an important role in ensuring the security of Account(s) in their use of the Online Services and agrees to, and shall procure that relevant Authorised Users comply with, the following:

- (a) keep confidential and secure the Security Devices at all times;
- (b) inform the Bank immediately (by telephone at such telephone number(s) as the Bank may from time to time prescribe) in the event a Security Device or the Registered Mobile Device is stolen, lost or misplaced, or the Customer or relevant Authorised User knows (or has reason for suspecting) that the security of the Security Device and/or Registered Mobile Device has been compromised. This may include, for example, a situation where the mobile device that the Customer or the Authorised User uses to generate or receive SMS OTPs or notifications from the Bank has been compromised;
- (c) ensure that the devices used to access the Online Services, such as personal computers and mobile devices, are equipped with the latest cybersecurity software, such as anti-virus, anti-malware and anti-keylogger software;
- (d) NOT to perform any "jailbreak", "rooting", or modification of the Registered Mobile Device or install illegitimate software on the Registered Mobile Device as the Mobile Soft Token may not work or may not function securely if the Registered Mobile Device has been compromised due to such action;
- (e) inform the Bank immediately of any changes in the contact details of the Customer and relevant Authorised Users which are used to receive or generate a Security Device (such as an SMS OTP) or notifications from the Bank;
- (f) ensure that the Customer enables SMS Alerts to be sent by the Bank to it in connection with transactions for such value as the Customer may determine from time to time, that the Customer monitors such SMS Alerts and inform the Bank immediately of any discrepancies, errors, unauthorised transactions (including any alerts or notifications of such unauthorised transactions) or suspected fraud in respect of the Account(s), and provide reasons to the Bank if there is any delay in the Customer's notification to the Bank. The Customer shall provide to the Bank such information relating to an unauthorised

transaction as the Bank may require from time to time, and make a police report if the Bank so requests;

- (g) only access the Online Services directly via the App or through the URL <https://rbcwm.com/hongkongonline> (or such other URL as the Bank may designate from time to time);
- (h) NOT to click on any links in text messages or to provide, confirm or verify personal, login or account information through regular unsecured email, text message or unsolicited phone calls or reply to or call the telephone number provided in such messages; and
- (i) stay informed on and adhere to the security advisory guidelines and scam and fraud warnings issued by the Bank, government, regulatory bodies or other competent authorities and industry bodies. A selection of the some known cyber scams that currently affect the Bank's clients is available at <https://www.rbc.com/cyber-security/alerts/index.html>.

5.6 To make any notification to the Bank under Clause 5.5(f), the Customer can contact:

Address:
Royal Bank of Canada, Hong Kong Branch
41st and 42nd Floor, One Taikoo Place
979 King's Road, Quarry Bay
Hong Kong
Phone number: +852 2848 1388

6. End User Licence Agreement

- 6.1 Subject always to the Customer's and relevant Authorised Users' continuing compliance with these RBC Wealth Management Asia Online Services Terms and Conditions, the Bank agrees to grant the Customer and the relevant Authorised Users a personal, limited, non-transferable, non-sublicensable, non-exclusive, and worldwide licence to use the App and Mobile Soft Token insofar as owned by or licensed through the Bank on the Customer's personal devices, on and subject to the terms of these RBC Wealth Management Asia Online Services Terms and Conditions (including Clauses 7 and 11).
- 6.2 Without prejudice to the generality of the foregoing, where the App and Mobile Soft Token are downloaded from Apple's App Store, such licence granted to the Customer is limited to the use of the App and Mobile Soft Token on any Apple-branded product that the Customer owns or controls and as permitted by the "Usage Rules" set forth in the App Store Terms of Service.
- 6.3 The Bank reserves all rights not granted hereunder.
- 6.4 The Customer represents and warrants that: (a) the Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) the Customer is not listed on any U.S. Government list of prohibited or restricted parties.
- 6.5 In the event of any failure of the App and/or Mobile Soft Token to conform to any applicable warranty, the Customer must notify the relevant entities operating the app stores (such as the Apple App store and Google Play store) ("**App Store Provider**") and the App Store Provider will refund the purchase price for the App (if any) to the Customer. To the maximum extent permitted by applicable law, the App Store Provider will have no other warranty obligation whatsoever with respect to the App and Mobile Soft Token, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Bank.
- 6.6 The Customer acknowledges that the Bank (not the App Store Provider) is responsible for addressing any of the Customer's claims or any third party's claims relating to the App and Mobile Soft Token or the Customer's possession and/or use of the App and Mobile Soft Token, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform with any

applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.

- 6.7 All copyright and other intellectual property and proprietary rights in the content, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other materials contained in the App and Mobile Soft Token or any functionalities, service, information and/or features offered through the App and Mobile Soft Token belong to the Bank or its licensors unless otherwise indicated.
- 6.8 In the event of any third party claim that the App, Mobile Soft Token or the Customer's possession and use of the App and/or Mobile Soft Token infringes such third party's intellectual property rights, the Bank (and not the App Store Provider) will be solely responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.
- 6.9 If the Customer has any questions, complaints or claims with respect to the App, Mobile Soft Token or any functionalities, service, information and/or features offered through the App and/or Mobile Soft Token, the Customer may contact:

Royal Bank of Canada, Hong Kong Branch
41st and 42nd Floor One Taikoo Place
979 King's Road, Quarry Bay
Hong Kong

Phone number: +852 2848 1388

- 6.10 For the avoidance of doubt, the terms and conditions in Clause 11 apply in respect of the App and Mobile Soft Token. Without prejudice to the foregoing, the Customer acknowledges that the App Store Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App and Mobile Soft Token or claims with respect to the App, Mobile Soft Token or any functionalities, service, information and/or features offered through the App and Mobile Soft Token.

7. Security Devices

- 7.1 The Online Services may only be accessed with the use of the Customer's or relevant Authorised User's Security Devices.
- 7.2 The Bank may at any time in its discretion forthwith invalidate the Online Services user account of the Customer and any Authorised User and any Security Device without assigning any reason therefor and without prior notice, and shall not be liable or responsible for any Losses caused or arising out of or in connection with or by reason of such invalidation.
- 7.3 The Customer acknowledges and accepts that any person who gains access to or acquires knowledge of the Customer's User ID and/or any Security Device(s) will be able to access the Online Services and give Instructions to the Bank in respect of the Account(s). The Customer accepts full responsibility for the safe-keeping and security of the User ID, any Password, SMS OTP and any other Security Device(s) and use of the Online Services and agrees to (and shall procure that relevant Authorised Users) act prudently and in good faith, take all appropriate measures and exercise reasonable care and diligence in keeping the User ID and all Security Devices (including, without limitation, all Password(s) and SMS OTPs) secure and secret.

Each Customer or Authorised User shall not at any time disclose or allow access to any Security Device to any other party and the Customer shall be responsible and liable for any disclosure or use (whether such use is authorised or not) of the Security Devices. Without prejudice to the generality of Clause 4.3, the Bank shall not be responsible or liable for any Losses incurred or suffered by any person by reason of or arising from or as a consequence of the Customer's failure to safe-keep and/or use a Security Device in accordance with the Bank's instructions and recommendations and/or in respect of any Instructions, operations or transactions effected or purported to be effected by a Customer or Authorised User through the Online Services, except due to any of the causes set out in Clause 7.5 below.

- 7.4 The Customer further acknowledges and agrees, and shall procure that relevant Authorised Users comply with, the following in respect of the use of the Mobile Soft Token:
- (a) to only register and activate the Mobile Soft Token on a mobile device (i) owned by the Customer or Authorised Users and which has such functionalities and features as prescribed by the Bank from time to time ("**Registered Mobile Device**"), and (ii) not register any mobile device which is not owned by the Customer or its Authorised User; and
 - (b) to grant all necessary permissions on the Registered Mobile Device for the Mobile Soft Token to access and use such functionalities and features as may be necessary for the Mobile Soft Token to properly work, such as granting access to the camera function of the Registered Mobile Device for the purpose of QR code scanning.
- 7.5 Provided the Customer or relevant Authorised User complies with Clause 5.5 and this Clause 7 and if, in the reasonable opinion of the Bank, there is no gross negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for direct loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Online Services as a result of:
- (a) a computer crime that is not prevented by the security system of the Online Services; or
 - (b) a human or system error caused by or which is under the control of the Bank; or
 - (c) a missed or misdirected payment caused by the gross negligence, fraud or wilful default of the Bank, its officers or employees.
- 7.6 Should the Customer or relevant Authorised User fail to comply with his/her obligations to safe-keep and/or use a Security Device in accordance with Clause 5.5 or this Clause 7, or have been fraudulent or grossly negligent, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Online Services (including, without limitation, the use of the Security Device) and/or access to any of the Content made available through the Online Services as a result of such use by the Customer or any other person whether or not authorised. Without prejudice to the generality of the foregoing, in the event a Security Device or the Registered Mobile Device is stolen, lost or misplaced, or where the security of the Security Device, the Mobile Soft Token and/or Registered Mobile Device has been compromised, the Customer shall remain responsible for any and all use of the Online Services by unauthorised persons or for unauthorised purposes unless and until the Bank is duly informed by the Customer of the occurrence of such event in accordance with Clause 5.5(b).

8. Hyperlinks

- 8.1 For the Customer's convenience, the Online Services may also include, refer to or make available hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under the Bank's control and the Bank is not responsible for the contents of or the consequences of accessing any such linked website or content. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and the Customer and Authorised Users agree that their access to or use of such linked websites or content is entirely at their own risk.
- 8.2 Under no circumstances shall it be construed that, in the case of the services, products or programmes of any third party, the Bank is a party to any transaction, if any, between the Customer and such third party or that the Bank endorses, sponsors, certifies, or is involved in the provision of such functions, content, services, products, applications or programmes accessible through the Online Services and the Bank shall not be liable in any way for any products or services obtained and/or purchased by any such third party which shall be the sole responsibility of the relevant third party.
- 8.3 Other malicious threats also exist online and are constantly evolving. Fraudsters and cybercriminals use a variety of methods to misinform, impersonate, deceive, defraud and otherwise target unsuspecting victims. The Customer acknowledges and agrees that the Bank shall not be liable in any way for any Losses arising from or in connection with the foregoing, even if the Bank has been advised of the possibility of such Losses, and it shall be the sole

responsibility of the Customer safeguard itself against such threats including:

- (a) phishing scams, such as communications that appear to be sent through the Bank's official channels (e.g. service messages claiming to be sent in connection with issues with the Customer's account or card (such as an alert for unauthorised transactions), messages claiming to be sent in connection with rewards, promotions, giveaways or surveys organised by the Bank etc.) or through third party service providers (e.g. delivery and logistics services, e-commerce merchants and platforms etc.), containing links to websites or telephone numbers with a view to obtaining confidential information (e.g. personal details, security credentials etc.);
- (b) impersonation scams, such as "browser in the browser" attacks and the impersonations of the legitimate websites, social media channel and pages of organisations (e.g. the Bank, government, regulatory bodies or other competent authorities etc.) or individuals (e.g. friends, colleagues, business associates etc.), to request for confidential information (e.g. personal details, security credentials etc.);
- (c) scam calls, such as scam calls purporting to be from the Bank, government officials, regulatory bodies or other competent authorities etc. (e.g. spoofing of the caller ID of the official hotlines or the contact numbers of employees or representatives of such organisations, the callers introducing themselves as an employee or representative of such organisations etc.), requesting for confidential information (e.g. personal details, security credentials etc.) or the transfer of funds (e.g. for the payment of fictitious penalties, charges etc.);
- (d) job scams, such as fictitious advertisements or communications from persons purporting to make job offers with attractive commissions and remuneration;
- (e) advertisement scams, such as fictitious advertisements or communications purporting to offer rewards, promotions, giveaways, prizes and products and/or services at promotional rates;
- (f) investment scams, such as fictitious advertisements or communications purporting to offer financial products with attractive returns;
- (g) search engine advertising scams, such as the posting of fictitious advertisements with search engines and the promotion of such fictitious advertisements in the search results generated; and
- (h) use of Malware, such as by encouraging victims to click on a malicious hyperlink, scan a QR code or to open, download and/or install malicious documents, applications and programmes on their personal devices.

9. Information and Content available through the Online Services

9.1 The Bank, its Affiliates and its service providers shall not be liable to the Customer or any other person (whether based on an action or claim in contract, negligence, tort or otherwise) for any decision made or action taken by the Customer or any Authorised User in reliance on or use of any information, images, links, sounds, graphics, video, software or other materials or data, including quotes, prices, rates, news and research data (whether stated to be in respect of any specific instrument, securities or product, or provided on a real time, delayed, or historical basis, or otherwise), made available through the Online Services (collectively the "Content").

9.2 The Customer acknowledges and agrees that:

- (a) the Content is provided by the Bank for the Customer's personal and non-commercial use;
- (b) the Content is, except where expressly provided otherwise, not intended nor shall it be construed as investment, tax or other advice or as an offer, solicitation or recommendation and should not be relied upon as such;
- (c) the Content is not being provided on a real-time basis. The Customer cannot rely on the Content to be updated, timely, reliable, accurate or complete;

- (d) the Bank shall in no event be obliged to update the Content (including to correct any inaccuracy that may subsequently become apparent); and
- (e) the Customer's reliance on or use of the Content (or any part thereof) shall be at its own risk.

If the Customer is in doubt as to any aspect of the Content made available through the Online Services the Customer should consult his relationship manager.

10. Electronic Statement Facility

10.1 **Access to Electronic Statements:** To the extent that the Online Services contains the functionality for the Customer and/or Authorised Users to view, access, print and/or download Electronic Statements ("**Electronic Statement Facility**"), the Customer acknowledges and consents to the following:

- (a) the electronic delivery of the Electronic Statements;
- (b) such data or information provided by the Bank via the Online Services may not be up to date as certain Instructions or other information may not be reflected immediately. The data or information provided is therefore not conclusive or binding except where expressly stated;
- (c) information which is more than eighteen (18) months old, or which was generated before an Online Services user account was created for the relevant Account(s), will not be available;
- (d) the Customer must be subscribed to the Online Services in order to use the Electronic Statement Facility;
- (e) the Bank has absolute discretion to make the Electronic Statement Facility available to the Customer, including by automatically enrolling the Customer into the Electronic Statement Facility;
- (f) where the Electronic Statement Facility is available to the Customer, the Bank may at its discretion cease to make available Paper Statements to the Customer (unless and until the Customer additionally requests for Paper Statements);
- (g) it is the Customer's responsibility to view and access their Electronic Statements in a timely manner. Delivery of an Electronic Statement is deemed to have taken place at the time that the Bank made available the Electronic Statement on the Electronic Statement Facility through the Documents section, and not at the time the Electronic Statement is actually reviewed by the Customer;
- (h) the Bank shall send a SMS Alert (at the Customer's sole cost) to the Customer's mobile number as registered with the Bank to inform the Customer that the relevant Electronic Statement is available for viewing;
- (i) the Bank reserves the right to impose a fee for the Electronic Statement Facility at any time by giving the Customer prior notice;
- (j) within seven (7) days after the Customer's additional request for Paper Statements, the Bank shall use reasonable efforts to issue and send to the Customer Paper Statements. The Customer's additional request may not be processed immediately and Paper Statements may not be received according to the cycle previously agreed on for the delivery of the Paper Statements; and
- (k) the Bank may at its sole discretion (without providing the Customer any reason) send the Customer Paper Statements to the Customer's mailing address.

11. Disclaimers and Limitation of Liability

11.1 The Online Services (howsoever provided), the Content, the App and the Security Devices are provided 'as is where is' and no representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose are given in conjunction with the Online Services, the Content, the App or the Security Devices. Without prejudice to the generality of the foregoing, the Bank does not warrant:

- (a) that the Online Services, App or Security Devices will be uninterrupted or error free;
- (b) the accuracy, reliability, timeliness, adequacy or completeness of the Content;
- (c) that the Online Services, the website through which the Online Services are accessible, App or Security Devices will be free from Malware;
- (d) that use of the Online Services, Content, App, and/or Security Devices will not infringe rights of third parties; and/or
- (e) that use of and/or access to the Online Services will be secure or that information transmitted by the through the Online Services shall be securely transmitted (in this respect the Customer acknowledges and accepts the risk that any information transmitted or received through the Online Services may be accessed by unauthorised third parties),

and the Bank shall not for any reason be liable for any Losses arising from or in connection with the foregoing, even if the Bank has been advised of the possibility of such Losses.

11.2 The Online Services are provided through the Internet, a public network over which the Bank has no control. The Bank shall not be liable for any Losses suffered by the Customer or any Authorised User arising from or related to transmission errors or delays, network breakdowns or overloads, malfunctions, Malware attacks, the malicious or illegal conduct of any third party, deficiencies of Internet providers or telecommunications providers, or flaws of software or hardware.

11.3 Unless Clause 7.5 applies, the Bank shall in no event be liable to the Customer or any other person for any Losses arising from or in connection with any access, use or the inability to access or use the Online Services regardless of the form of action (including tort or strict liability) even if the Bank is advised of, or otherwise might have anticipated, the possibility of such Losses (including the matters set out in Clauses 5.5 and 8.3).

11.4 The Bank may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Online Services, Content, the Security Devices or any information, services or products provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Customer or Authorised Users from accessing the Online Services.

11.5 The Customer and each relevant Authorised User acknowledges and agrees that the installation of the Mobile Soft Token shall be at the Customer's and relevant Authorised Users' own risk, and the Bank shall not for any reason be liable for any Losses arising from or in connection with the following, even if the Bank has been advised of the possibility of such Losses:

- (a) any Losses related to or arising out of or in connection with any "jailbreak", "rooting", modification of, or the installation of illegitimate software on the Registered Mobile Device; and
- (b) any Losses suffered due to any misuse or fraudulent transaction arising from the Customer's or relevant Authorised Users' failure to immediately notify the Bank that the Registered Mobile Device is stole, lost or misplaced, or of the Customer's or relevant Authorised Users' knowledge or suspicion that the security of the Registered Mobile Device has been compromised.

12. Indemnification

12.1 The Customer shall indemnify and hold the Bank harmless, from and against all Losses which

the Bank may at any time (whether directly or indirectly) incur, sustain, suffer, face or be put to as a consequence of or which may arise out of or in connection with any of the following:

- (a) any breach or non-compliance by the Customer or Authorised Users of these RBC Wealth Management Asia Online Services Terms and Conditions;
- (b) any negligence, fraud and/or misconduct on the Customer's part or on the part of any agents or representatives of the Customer (including Authorised Users); and/or
- (c) anything done or omitted to be done by the Bank pursuant to or in connection with any Instructions given through Online Services by the Customer or Authorised User.

13. Customer Information

13.1 The General Terms and Conditions describe the manner in which the Bank collects, uses, discloses and/or transfers customer information and other information whatsoever in connection with or relating to the Customer. By accessing and/or using the Online Services, including where the Customer applies for an individual to become an Authorised User:

- (a) the Customer agrees to the Bank disclosing and/or transferring all such information to any Authorised User, as part of their access and/or use of the Online Services, regardless of the manner in which that individual was previously authorised by the Customer to operate the Account(s) for and on its/their behalf (i.e. whether such previous authorisation was by means of a limited power of attorney or otherwise); and
- (b) the Customer acknowledges and agrees that each such individual, if they become an Authorised User, may have access to all such information of the Customer, as available through the Online Services, even if under such previous authorisation the Bank may have only provided such individual with more limited access.

13.2 The General Terms and Conditions also explains how the Bank treats personal data. By accessing and/or using the Online Services, each Customer and Authorised User agrees to the Bank collecting, using, disclosing and/or transferring their personal data in accordance with the General Terms and Conditions.

13.3 In addition, the Bank's systems may be programmed to gather certain anonymous data to help the Bank understand how the Online Services and/or Content are being used and how the Bank can improve it. This automatically gathered data may include a computer's IP or "Internet Protocol" address, statistics about how a user navigates through the Online Services and/or Content, and information provided through the use of "cookies".

14. Termination and Effects of Termination

14.1 The Bank may, at its discretion, suspend or terminate any right to access and/or use the Online Services and/or invalidate any Online Services user account(s) and/or Security Device(s) and may bar access to the Online Services or any part thereof at any time without prior notice and without having to provide any reasons for such termination and/or invalidation. One circumstance in which the Bank may terminate the Online Services user account of an Authorised User, is where that Authorised User's authority to operate the Account(s) on the Customer's behalf, such as through application forms or other forms for the Account(s), power of attorney, limited power of attorney or a board resolution, ceases to be effective.

14.2 An Authorised User may request for termination of their Online Services user account anytime by giving a written notice of at least 14 days to the Bank. The Customer will remain responsible for any Instructions made in or through the Online Services prior to the effective date of such termination.

14.3 The closure of all Account(s) by the Customer will automatically terminate the Online Services.

14.4 Upon termination of these RBC Wealth Management Asia Online Services Terms and Conditions for any reason whatsoever:

- (a) all rights and/or licences granted to the Customer and Authorised Users under these RBC

Wealth Management Asia Online Services Terms and Conditions shall immediately cease and terminate and the Customer and Authorised Users shall forthwith cease the use of the Online Services and Security Devices in any way whatsoever; and

- (b) The Customer and Authorised Users shall forthwith: (i) uninstall any software provided as part of the Online Services; (ii) return to the Bank such software and/or any other materials, documents and media containing any portion of the aforesaid and all copies thereof, which are then in their possession, custody or control; and (iii) (if required by the Bank) furnish the Bank with a certificate, certifying that no copies of such software or any part thereof have been made, reproduced, retained or distributed.

14.5 Termination will not affect any rights or obligations accrued prior to the effective date of termination or any obligations under these RBC Wealth Management Asia Online Services Terms and Conditions which are meant to survive the termination.

15. Miscellaneous

15.1 The Bank is entitled to prescribe from time to time the form of notice and the mode of communication with respect to each type of notice to be given pursuant to these RBC Wealth Management Asia Online Services Terms and Conditions.

15.2 The Customer may not assign its rights under these RBC Wealth Management Asia Online Services Terms and Conditions without the Bank's prior written consent. The Bank may assign its rights under these RBC Wealth Management Asia Online Services Terms and Conditions to any third party.

15.3 Except for the Affiliates, service providers, subcontractors and agents and the App Store Providers (in the case of Apple, Apple Inc. and its subsidiaries) in respect of the terms and conditions in Clause 6 only, a person who is not a party to these General Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong to enforce any term of these RBC Wealth Management Asia Online Services Terms and Conditions.

15.4 The Bank shall not be liable for any non-performance, error, interruption or delay in the performance of any of its obligations under these RBC Wealth Management Asia Online Services Terms and Conditions or the Online Services' operation, or for any inaccuracy, unreliability or unsuitability of the Online Services, if due, in whole or in part, directly or indirectly, to an event or failure which is beyond its reasonable control (including but not limited to any breakdown, malfunction or failure of transmission or power, communication or computer facilities or systems, acts of God, natural disasters, acts of terrorism, embargoes, epidemics, acts of any government or authority, and the acts of a party for whom the Bank, its Affiliates or service providers are not responsible for).

15.5 If any one or more provisions of these RBC Wealth Management Asia Online Services Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these RBC Wealth Management Asia Online Services Terms and Conditions shall not in any way be affected or impaired. If any provision is unenforceable against any person constituting the Customer, it will, to the extent possible, remain enforceable against the others.

15.6 The Customer acknowledges and agrees that any records of any communications, transactions, Instructions or operations made or performed, processed or effected through the Online Services by the Customer or Authorised Users or any person purporting to be the Customer or Authorised User, with or without consent, or any record of communications, transactions, instructions or operations relating to the operation of the Online Services, maintained by the Bank or by any relevant person authorised by the Bank relating to or connected with the Online Services shall be binding on the Customer for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, Instructions or operations.

15.7 The rights and powers conferred by these RBC Wealth Management Asia Online Services Terms

and Conditions are in addition and without prejudice to all other rights, powers and remedies of the Bank. The Bank's waiver of any of the covenants to be performed by the Customer or any breach by the Customer shall not be construed to be a waiver of any succeeding breach by the Customer or of any other covenant. The Bank's rights and remedies in these RBC Wealth Management Asia Online Services Terms and Conditions are cumulative and not exclusive of any other rights or remedies provided by law or otherwise.

- 15.8 The Customer acknowledges that save as expressly provided in these RBC Wealth Management Asia Online Services Terms and Conditions, all copyright, rights in databases, trademarks and other intellectual property rights relating to the Online Services remain the property of the Bank, and save as set out in these RBC Wealth Management Asia Online Services Terms and Conditions or agreed by the Bank in writing, that the Customer's and/or Authorised Users' use of the Online Services does not confer any right, title and interest in and to any of the content in the Online Services.

16. Governing Law

- 16.1 These RBC Wealth Management Asia Online Services Terms and Conditions shall be governed by, interpreted and construed in all respects in accordance with the laws of Hong Kong. The Customer hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong and the courts of such other jurisdiction in which the Bank may elect, waive any objections on the ground of venue or *forum non conveniens* or any similar grounds and consent to service of process (including the service of process out of the Hong Kong courts) by registered or certified pre-paid mail to the last address in the records of the Bank, such service to become effective seven (7) days after such mailing, whether or not the registered or certified pre-paid mail is received or collected by the Customer, or in any other manner permitted by the relevant laws. The Customer also undertakes not to commence legal proceedings against the Bank in the courts of any jurisdiction other than Hong Kong.