

Terms and Conditions for Online Services from RBC Europe Limited and Royal Bank of Canada (Channel Islands) Limited

RBC Europe Limited
Royal Bank of Canada (Channel Islands) Limited

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SCHEDULE 1: DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms, unless the context otherwise requires:
- “**Access Codes**” means the secret codes provided by us to you to enable you to access and use the Online Services.
- “**Authorisation Letter**” means the authorisation letter or application form signed by you in the form required by the Bank setting out the way we may accept Instructions from you.
- “**Bank**”, “**we**”, “**us**” or “**our**” means the RBC Group Entity that provides you with the Product(s) that you have access to via the Online Services.
- “**Business Day**” means in relation to a Product, any day on which the relevant RBC Group Entity is open for business.
- “**FCA**” means the Financial Conduct Authority.
- “**Instructions**” means the instructions given by you in relation to your Product(s) in accordance with the Authorisation Letter.
- “**Online Elections User Guide**” means the Bank’s user guide relating to the Corporate Actions services available through the Online Services, including any revisions thereof: <https://www.rbcwealthmanagement.com/en-eu/online-services-british-isles>
- “**Online Services**” means the online services supplied by the Bank via the RBC Online Services as set out in the RBC Online Services User Guide, and the Online Elections User Guide.
- “**Product**” means any account you hold with, or product or service you receive from an RBC Group Entity and which you access via the Online Services.
- “**Product-Specific Terms**” means in relation to a Product, the terms and conditions or terms of business governing that Product between you and the relevant RBC Group Entity, available here: www.rbcwealthmanagement.com/en-eu/terms-and-conditions
- “**RBCCI**” means Royal Bank of Canada (Channel Islands) Limited (a company incorporated in Jersey and having its registered office at Gaspé House, 66-72 Esplanade, St. Helier, Jersey, JE2 3QT, Channel Islands) and any of its offices, branches, employees or appointees. It is regulated by the Jersey Financial Services Commission in the conduct of deposit taking, fund services and investment business in Jersey and is also 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.
- “**RBCCEL**” means RBC Europe Limited (a company incorporated in England and Wales with Companies House registered number 995939). Its registered office and head office is at 100 Bishopsgate, London, EC2N 4AA and its telephone number is +44(0) 20 7653 4000. Its main business is the provision of financial services, including banking services. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK. It is entered on the Financial Services Register with Firm Reference Number 124543. You can check these details by visiting the Financial Conduct Authority’s website fca.org.uk or contacting them on 0800 111 6768. The FCA can be contacted at 12 Endeavour Square, London E20 1JN.
- “**RBC Group**” means Royal Bank of Canada and its direct and indirect subsidiaries and “subsidiary” shall be interpreted as a reference to a corporate body wherever incorporated.
- “**RBC Group Entity**” means an entity that is a member of RBC Group.
- “**RBC Online Services**” means the website pages accessible by internet browser at <https://www.rbcwealthmanagement.com/en-eu/online-services-british-isles> and/or the application used by the Bank for the purpose of providing the Online Services.
- “**RBC Online Services User Guide**” means the Bank’s user guide relating to Online Services including any revisions thereof: <https://www.rbcwealthmanagement.com/assets/wp-content/uploads/documents/ols-user-guide-2020.pdf>
- “**Relationship Manager**” means your relationship manager as notified by us to you from time to time.
- “**Terms**” means these Terms and Conditions.
- “**you**” and “**your**” means the person or entity that holds a Product or Products with an RBC Group Entity and uses Online Services, or a person authorised by you to use the Online Services on your behalf, in which case such person shall be deemed to be your agent for the purposes of these Terms.
- 1.2. Unless a contrary intention appears, in these Terms:
- 1.2.1 we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words “for example”, “includes” or “including”. When we do use these words, it means that the

- examples that are given are not exclusive or limiting examples of the matter in question;
- 1.2.2 the singular shall include the plural and vice versa and the masculine, the feminine and the neuter;
- 1.2.3 headings are used for reference only;
- 1.2.4 references to these Terms and any other agreement or document referred to in these Terms shall be construed as a reference to the same as may be varied, replaced or supplemented from time to time;
- 1.2.5 a person shall include its successors and assigns;
- 1.2.6 any reference to the term “written” or “in writing” includes email or fax; and
- 1.2.7 any schedule to the Terms shall form part of these Terms and shall have effect as if set out in full in the body of these Terms.

Terms and Conditions

1. PURPOSE OF THESE TERMS

- 1.1. These Terms set out the basis on which we agree to provide, and you agree to use Online Services, and together with the Product-Specific Terms, comprise the agreement between us in respect of the Online Services.
- 1.2. Please read these Terms carefully before you use any of our Online Services. It is important that you read all the terms carefully as they set out matters such as:
- i) how we provide the Online Services to you;
 - ii) how we receive Instructions from you;
 - iii) your responsibilities and obligations to provide us with information and Instructions; and
 - iv) the limitations of the Online Services.
- 1.3. In particular we make no guarantee that the Online Services will be available (please see clause two on availability) and we will only be liable to you in very limited circumstances (please see clause seven on liability), and we may require you to reimburse us for the matters set out at clause eight.
- 1.4. By using Online Services, you agree to be bound by these Terms.
- 1.5. We recommend that you retain a copy of these Terms for future reference. You can request a copy of these Terms, any Product-Specific Terms, and further details about the Online Services at any time by contacting your Relationship Manager. You can also find this information at: www.rbcwealthmanagement.com/en-eu/terms-and-conditions.
- 1.6. If you have any questions about these Terms or Online Services, please contact your Relationship Manager.
- 1.7. These Terms are supplemental to Product-Specific Terms, which shall also apply where you use Online Services in connection with such Products.
- 1.8. You should also refer to the following guidance before using the Online Services:
- i) the RBC Online Services User Guide;
 - ii) the Online Elections User Guide.
- 1.9. If there is any conflict or inconsistency between the provisions of the Product-Specific Terms and these Terms in respect of:
- i) your use of the Online Services, the provisions in these Terms shall prevail;
 - ii) any other aspects of the Product(s) you hold with us, the provisions in the Product-Specific Terms shall prevail.
- 1.10. We will access, process, use and retain any information you provide to us for the purposes of providing Online Services. Further information on:
- i) our use of your information is set out in the RBC Wealth Management Privacy Notice, which is available upon request and also available on our website at: www.rbcwealthmanagement.com/en-eu/terms-and-conditions; and in the RBC Digital Channel Privacy Policy, which is available upon request and also available on our website at: <https://www.rbc.com/privacysecurity/ca/online-privacy.html>.
 - ii) our use of cookies is set out in our Cookie Statement, which is available upon request and also available on our website at: www.rbcwealthmanagement.com/en-eu/cookie-statement.
- 1.11. You acknowledge that in order for us to provide you with the Online Services, and in particular, to provide you with consolidated views of Products you hold with RBC Group, it may be necessary for us to access personal and account information relating to you that is held by other RBC Group Entities.
- 1.12. You also acknowledge that, in order to provide the Online Services, certain RBC Group personnel may need to access the Online Services and view consolidated information relating to you and the Products you hold with us.

2. AVAILABILITY OF THE ONLINE SERVICES

- 2.1. The Online Services will be made available only with the prior approval of the Bank and will be subject to these Terms.
- 2.2. You are responsible for providing, installing, maintaining and upgrading suitable computing and communications equipment and systems in order to make full use of the Online Services.
- 2.3. We cannot guarantee that:
 - i) all or any of the Online Services will always be available;
 - ii) the Online Services will be uninterrupted or error free; or
 - iii) the use of email or the internet is a secure means of relaying Instructions.
- 2.4. From time to time, we may need to temporarily suspend access to the RBC Online Services and the Online Services for operational reasons. Where possible, we will notify you in advance and give you as much notice as is reasonably practicable.
- 2.5. We may add to or reduce the number of Online Services available or alter the nature and performance of Online Services available at any time at our discretion. Where we decide to reduce the number of Online Services available, we shall, where appropriate and practicable to do so, provide you with prior notice of the change and/or make that aspect of the Online Services available to you by other means.
- 2.6. We may set limits (whether financial, relating to access times or otherwise) on the use of the Online Services in relation to any given transaction or Product.
- 2.7. For your protection, we reserve the right to suspend or deny you access to the RBC Online Services if any incorrect information is supplied by you in accessing the RBC Online Services or if we, in our absolute discretion, suspect that an unauthorised person is trying to access the RBC Online Services using your Access Codes.

3. RBC ONLINE SERVICES USER GUIDE

You acknowledge that the Online Services are supplied by us subject to the procedures and requirements set out in the RBC Online Services User Guide, these Terms, and, the Online Elections User Guide.

4. ACCESS TO THE ONLINE SERVICES

- 4.1. We will issue unique Access Codes to you to enable you to access and use Online Services.
- 4.2. We may issue separate Access Codes to users authorised by you to access and use Online Services.

- 4.3. Access Codes shall remain the property of RBC Group at all times and may be replaced or withdrawn at any time by us in our absolute discretion.
- 4.4. In relation to the use of Access Codes, you agree to comply with the terms and guidelines set out in the RBC Online Services User Guide, and the Online Elections User Guide .
- 4.5. You must ensure that your Access Code(s) remain strictly confidential, and that you do not let anyone else know or use your Access Code(s). We are not responsible for any unauthorised access or use of Online Services if you have shared your Access Code(s) with anyone else.
- 4.6. If you know or suspect that someone else knows or may know your Access Code(s), you must inform us immediately.
- 4.7. For your protection, we reserve the right to suspend or deny you access to the Online Services if any incorrect information is supplied by you in accessing the Online Services or if we, in our absolute discretion, suspect that an unauthorised person is trying to use Online Services or access the Online Services using your Access Codes.
- 4.8. You must only access and use the Online Services from jurisdictions where this is not prohibited or restricted by local law or regulation. Where you are a professional client, you are responsible for informing us if you consider that your access or use of the Online Services is prohibited or restricted by local law or regulation.
- 4.9. You must not access or use Online Services for any illegal, fraudulent or defamatory purpose, or take steps or action that could undermine the security, integrity, effectiveness, goodwill or connectivity of Online Services (including but not limited to fraudulent, malicious or other activities that threaten to harm any other person).
- 4.10. You must notify us immediately if you become aware of:
 - i) any known or suspected error in connection with the use of Online Services;
 - ii) any known or suspected fraud in connection with the use of Online Services; or
 - iii) any reason why access to Online Services is no longer appropriate and needs to be withdrawn by the Bank.

You must cooperate with us and take any steps that we may require in order to address, deal with or take remedial steps if any of these scenarios arise.

5. THIRD PARTY WEBSITES

- 5.1. Online Services may contain 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 access such websites at your own risk, and we make no representations and have no responsibility regarding the use and content of any such website.
- 5.2. Any links to third party websites are provided for your convenience only. If you access other websites via links from RBC Online Services, you may be subject to further terms and conditions applicable to your use of those third-party websites.
- 5.3. 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 made available via Online Services or the use that you make of any links to any third-party websites.
- 5.4. Neither you nor any third party is permitted to link any website to the RBC Online Services.

6. CONFIDENTIAL INFORMATION

- 6.1. The RBC Online Services User Guide, the Online Elections User Guide, and all other documentation RBC Group makes available to you in connection with Online Services, including any material contained within RBC Online Services, contains confidential information of RBC Group and/or its licensor(s) and all copyright, trade marks and other intellectual property rights such documentation, information and materials are reserved and shall remain the exclusive property of RBC Group or such licensor(s), as applicable.
- 6.2. You must not download, reproduce or copy any material and information provided to you by us in respect of or in connection with Online Services other than in the manner stated in the RBC Online Services User Guide, or the Online Elections User Guide and only for your legitimate business purposes. You acknowledge that such information and material may have been obtained from sources outside of the RBC Group and that we cannot give any guarantee as to the accuracy, timeliness or completeness of such material and information.
- 6.3. You must not disclose or make available to any third parties any material or information provided to you by us in respect of, or in connection with, Online Services which bears the name of RBC or any RBC Group Entity.

7. LIABILITY

You agree and acknowledge that, save in the case of our gross negligence, fraud or wilful default, we shall have no liability for any loss (including loss of profits, opportunity, business, anticipated savings or goodwill), or any indirect, consequential loss or damage whatsoever which arises from the provision of the RBC Online Services or the Online Services under these Terms.

8. REIMBURSING US FOR OUR LOSS

Unless caused by our gross negligence, fraud or willful default, you agree to reimburse us on our request against all losses (whether direct or consequential), costs, charges and other liabilities incurred by us, including taxes or other levies (but not tax on our profits) that we incur as a result of or in connection with us providing you with the Online Services and/or carrying out our functions or operations under these Terms, including any loss or liability arising from our exercise of, or omission to exercise, our power or authorities.

9. TERMINATION AND SUSPENSION OF THE ONLINE SERVICES

- 9.1. If you do not access the Online Services for at least six months, we have the right to deactivate your access to the Online Services without notice.
- 9.2. If you still need to access the Online Services, you can contact us to request that we reactivate your access. However, we will not be able to reactivate your access if you are in breach of any of your obligations under these Terms.
- 9.3. We can suspend or terminate your use of the Online Services at any time if we consider that you are in breach of any of your obligations under these Terms.
- 9.4. If you no longer wish to use the Online Services, you must provide us with 30 days' prior notice of this in writing.
- 9.5. All rights and obligations of the parties under these Terms shall cease to have effect immediately upon termination, except for the accrued rights and obligations of the parties or any other contractual provision intended to survive termination.

10. INSTRUCTIONS

- 10.1. Instructions given by you will be transmitted by us to any other relevant RBC Group Entity and

you authorise such RBC Group Entities to act upon all Instructions given in accordance with the Authorisation Letter supplied by you.

- 10.2. Transactions effected or to be effected pursuant to Instructions will, in addition to the provisions of these Terms, be subject to the relevant Product-Specific Terms applying to such transactions.
- 10.3. You may not:
- i) amend or vary the authorisations contained within the Authorisation Letter without the prior written agreement of the Bank and any other relevant RBC Group Entities; or
 - ii) revoke the authorisations contained within the Authorisation Letter without the approval of the Bank.
- 10.4. You are responsible for ensuring that all Instructions are accurate, clear, and correct and are given only by authorised persons in accordance with the procedures and guidelines specified from time to time by the Bank in the RBC Online Services User Guide, the Online Elections User Guide, and the Authorisation Letter.
- 10.5. You shall bear the risk for all unauthorised, fraudulent, ambiguous, unclear or incomplete Instructions and acknowledge that we and/or any other relevant RBC Group Entity may refuse to act on Instructions which we or it believes to have been given fraudulently or by an unauthorised person or which we or it believes are ambiguous, unclear or incomplete.
- 10.6. You must take care to ensure that the Instructions are secure and prevent unauthorised access to the Online Services.
- 10.7. 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 affected and may depend upon external factors beyond the control of the Bank or the relevant RBC Group Entity.
- 10.8. For further details of cut-off times, please contact your Relationship Manager.
- 10.9. Transactions involving the payment, transfer or conversion of foreign currencies will be carried out in accordance with the relevant RBC Group Entity's standard terms for such transactions.
- 10.10. Neither we nor any other relevant RBC Group Entity shall be under any obligation to cancel or amend any Instruction after it has been

received from you by us or any other relevant RBC Group Entity.

- 10.11. The relevant RBC Group Entity may refuse to carry out any Instruction where, in its reasonable opinion, to do so would or may be contrary to any applicable regulations or relevant laws and, in such circumstances, will take reasonable steps to explain to you the reason for the refusal unless to do so would or may be contrary to any applicable regulations or relevant laws.
- 10.12. You must notify us immediately if you become aware of:
- i) any failure by us to receive an Instruction;
 - ii) any delay by us in receiving an Instruction; or
 - iii) any delay by the relevant RBC Group Entity to act on any Instruction received by us.
- 10.13. The records we and any other relevant RBC Group Entities maintain from time to time of Instructions received and payments and other transactions effected by the relevant RBC Group Entity through or in connection with the Online 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.
- 10.14. Instructions received after the stated deadline on the RBC Online Elections module cannot be guaranteed. Where a late instruction is rejected or no instruction is received, the default action for that event will be applied to the relevant Product.

11. TRANSFER OF RIGHTS UNDER THESE TERMS

- 11.1. We may at any time transfer our rights and obligations in connection or in any way relating to the Online Services under these Terms to another RBC Group Entity, provided that such RBC Group Entity is competent to perform or exercise the responsibilities transferred to it and has all relevant licences. We will give you written notice if we do this. Once we have transferred our rights and responsibilities under these Terms to another RBC Group Entity, all references in these Terms to "we", "our" or "us" will be construed as references to that RBC Group Entity and not us.
- 11.2. Your rights and obligations in connection with or any way relating to the Online Services under these Terms are personal to you, and you cannot transfer them to anyone else.

11.3. We may subcontract or delegate our responsibilities under these Terms to any other company or an agent appointed by an RBC Group Entity.

12. CHANGES TO THESE TERMS

12.1. We may amend these Terms from time to time by providing you with two months' written notice of the proposed changes.

12.2. You may be asked to agree to the amended Terms when you first access the Online Services following the introduction of an amended set of Terms.

12.3. If you continue to use the Online Services after an amendment to the Terms has taken effect, we will assume that you have accepted any changes.

13. NOTICES

Any notice to be given by us to you under these Terms may be provided electronically via the RBC Online Services, our website or any email address supplied by you to us for the purposes of email notifications.

14. COMPLAINTS

14.1. RBC Europe Limited

i) You should contact your Relationship Manager immediately if you are dissatisfied in any way with any aspect of RBCEL's services. You can also at any time contact our Compliance Officer at RBC Europe Limited at 100 Bishopsgate, London EC2N 4AA. Full details of RBCEL's complaints policy are available on request.

ii) A complaint can be made in writing, by telephone, by fax, by email or in person. Your complaint will be handled in accordance with FCA Rules and RBCEL's complaints policy. We treat any complaint very seriously and aim to resolve a complaint fairly and promptly. We hope to resolve all complaints amicably. However, if you are unhappy with how we deal with your complaint you may also be able to direct your complaint to the UK Financial Ombudsman Service at Exchange Tower, London E14 9SR. Further information is available on request and from www.financial-ombudsman.org.uk or contact the FOS on 0800 023 4567 or 0300 123 9123.

14.2. Royal Bank of Canada (Channel Islands) Limited

i) Should you be dissatisfied with any aspects of the services provided to you by RBCCI, you should write to RBCCI 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 RBCCI's complaints procedures, which will ensure that an initial response is sent to you within five working days. RBCCI has a leaflet that explains RBCCI's complaints procedures in detail and which is available upon request from RBCCI.

ii) If you are unhappy with how RBCCI deals with your complaint you may also be able to direct your complaint to the Channel Islands Financial Ombudsman at PO Box 114, Jersey, Channel Islands JE4 9QG. Further information is available on request and from www.ci-fo.org or contact the CIFO on 01534 748610 (Jersey) or 01481 722218 (Guernsey).

15. COMPENSATION

The Product-Specific Terms contain details setting out:

- i) RBCEL's coverage under the UK Financial Services Compensation Scheme; and
- ii) RBCCI's coverage under the Jersey and Guernsey Banking Deposit Compensation Schemes,

in relation to those Products and which equally apply to Online Services we provide you in relation to the same Product.

16. GOVERNING LAW

16.1. These Terms are legally binding.

16.2. Insofar as these Terms relate to RBCEL (and the Products offered by RBCEL), these Terms shall be governed by, and shall be construed in accordance with, English law. RBCEL and you submit to the non-exclusive jurisdiction of the English Courts in respect of such Terms.

16.3. Insofar as these Terms relate to RBCCI (and the Products offered by RBCCI), these Terms shall be governed by, and shall be construed in accordance with the jurisdiction in which your account with RBCCI in respect of that Product is maintained. RBCCI and you submit to the non-exclusive jurisdiction of the Courts of that jurisdiction in respect of such Terms.

17. GENERAL

17.1. We may not always exercise our rights under these Terms. Where we do this, we are doing so on a temporary basis, and we can at any time enforce our rights as set out in these Terms.

- 17.2. Each provision in these Terms is separate from the others. If we cannot legally enforce any particular provision this will not stop us from enforcing other provisions.
- 17.3. We are not responsible to you under these Terms (or otherwise) for any losses you suffer as a result of us failing to comply with our obligations as a result of abnormal and unforeseeable circumstances beyond our reasonable control despite our efforts to the contrary. Such circumstances would include but are not limited to acts of God, including fire, flood, earthquake, windstorm or other natural disaster, extreme adverse weather conditions, war, terrorist attack, revolution or civil commotion, strikes or industrial action, failures in computerised systems, failure of suppliers or equipment, or interruption of utility services or acts or regulations of any governmental, regulatory or supranational bodies or authorities.
- 17.4. It is not intended that these Terms shall be enforceable by any third party.

18. OTHER INFORMATION

18.1. Communications

We will communicate with you at all times in English.

18.2. Services

The Online Services or RBC Online Services, is RBC's online banking platform. RBC Online Services provides the client with access to their bank and investment accounts online on a smartphone or desktop. Online Services provide the client with the ability to download statements and transaction advices, submit payments and conduct foreign exchange transactions.

18.3. Fees

For the fees payable in relation to a Product, see the Product-Specific Terms and bank rates at www.rbcwealthmanagement.com/en-eu/terms-and-conditions.

No additional fee is payable for the Online Services.

18.4. Taxes

You may have to pay other taxes or costs in relation to these Terms that are not imposed by us or paid through us.

18.5. Cancellation – RBCEL clients only

For a period of 14 days starting the day after you begin to use our Online Services, you have the right to cancel your agreement with RBCEL in relation to the Online Services. You can do this by writing to RBC Europe Limited, 100 Bishopsgate London, EC2N 4AA, United Kingdom.

18.6. Risks

Some of the Products you may hold with us relate to instruments involving special risks related to their specific features or the operations to be executed, or whose price depends on fluctuations in the financial markets outside our control. We have separately given you information about these risks, but you can request another copy at any time by contacting us. Please also note that past performance is no indicator of future performance.

18.7. Paper

You are entitled to receive a copy of this document on paper at any time – please contact your Relationship Manager if you wish to receive this.

Royal Bank of Canada (Channel Islands) Limited

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*Calls may be recorded

