



Royal Bank of Canada (Channel Islands) Limited

Additional Terms And Conditions

Relating To Internet Banking Services

Contents:**Section No: Subject:**

1. General
2. Definitions
3. Supply of Services
4. Records and Copyright
5. Security Provisions
6. Client Instructions
7. Third Party Transactions
8. Limitation of Bank's Liability
9. Term and Termination
10. General

1. Introduction

- 1.1 Where the client has applied for and the Bank has accepted the Client's application for Internet Banking Services (the "Services"), then the following Additional Terms and Conditions (the "Additional Terms") shall also apply. You should carefully read and consider these Additional Terms, which form part of your Internet Banking Service agreement with the Bank, before using the Services. These Additional Terms must be read in conjunction with the Bank's General Terms and Conditions and any User Guide issued by the Bank from time to time in connection with the Services. Definitions and Interpretations detailed in Section 2 of these Additional Terms are in addition to those already detailed in the Bank's General Terms and Conditions.
- 1.2 For the avoidance of doubt, if there is any conflict or inconsistency between the provisions of these Additional Terms and the General Terms and Conditions then the provisions of these Terms shall prevail.

2. Definitions

- 2.1 In these Terms, unless the context otherwise requires:
"Access Code" means the secret password for Internet banking services, whether issued to the Client by the Bank or adopted by the Client and accepted by the Bank, which may be used to access the services or to execute an Instruction.
"Instructions" means instructions given to the Bank in accordance with the terms of Clause 5 of the Bank's General Terms and Conditions and/or Clause 6 of these Terms.
"User Guide" means the Bank's user guide relating to Internet Banking Services including any revisions thereof.
- 2.2 In addition:
 - i) words importing the singular shall include the plural and vice versa;
 - ii) clause headings are for convenience only and shall not affect the interpretation hereof;
 - iii) references herein to these Additional Terms, any agreement or document shall be deemed to include references to such Additional Terms, agreement or document as varied, supplemented or replaced from time to time;
 - iv) references to a person shall include its successors and assigns;
 - v) words importing a gender shall include all genders.

3. Supply of Services

- 3.1 The Bank agrees to make available and supply to the Client the Services subject to the Client's agreement to follow the procedures in the latest User Guide received by the Client and to observe the following Additional Terms.
- 3.2 The Bank may set limits (whether financial, relating to access times or otherwise) on the use of the Services or in relation to any given transaction or Account.
- 3.3 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.

- 3.4 Due to the nature of the Services and to circumstances beyond the Bank's control, the Bank does not warrant that all 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 e-mail, personal computers or the internet is a secure means of relaying Instructions.
- 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 upgrade or replace the Services at any time and in the event that the Services are so upgraded or replaced, the Bank will provide the Client with at least 30 days notice of any termination of the existing Services and these Additional Terms as detailed in Clause 9.

4. Records and Copyright

- 4.1 The records the Bank from time to time maintains of Instructions received and payments and other transactions effected by the Bank 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.
- 4.2 The User Guide and associated documentation whether in printed or machine readable form (the "associated documentation") supplied to the Client contain confidential information of the Bank and/or its licensor and all copyright, trade marks and other intellectual property rights in the User Guide and associated documentation shall remain the exclusive property of the Bank or such licensor as the case may be.

5. Security Provisions

- 5.1 The Client agrees to comply with the terms and guidelines set out in the User Guide.
- 5.2 The Client shall ensure that the Access Code remains strictly confidential. No one but the Client is permitted to know or use the Client's Access Code. If the Client knows or suspects that someone else knows or may know their Access Code, the Client must inform the Bank immediately and change their Access Code without delay.
- 5.3 The Client must not select an Access Code that contains information or data from any personal security code or personal identification number used together with a card or other client card that the Bank have issued to the Client to make transactions on an Account at banking machines, terminals and other client card activated services.
- 5.4 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 failure by the Bank to make any payment pursuant to Instructions or any delay by the Bank in making such payment;
 - iv) any known or suspected error in connection with the use of the Services;
 - v) any known or suspected fraud in connection with the use of the Services; 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.
- 5.5 The Client acknowledges that the giving of Instructions via e-mail, 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.

6. Client Instructions

- 6.1 The Client shall be responsible for ensuring that all instructions are given only by authorised persons in accordance with procedures and guidelines specified from time to time by the Bank in the User Guide and all instructions shall be handled by the Bank in accordance with Clause 5 of the Bank's General Terms and Conditions.
- 6.2 The Client shall take care to ensure that the Instructions are secure and that unauthorised access to the Bank's system is prevented.

6.3 The Bank shall be under no obligation to cancel or amend any Instruction, after it has been received although the Bank shall use its reasonable endeavours to act on a request from a Client for cancellation or amendment of such an Instruction or payment prior to the Bank's execution of the Instruction.

7. Third Party Transactions

Instructions may only be given by the Client or in the case of joint Accounts by any part of the joint Account holders. The Client may not authorise any third party to give an Instruction in respect of an Account or otherwise to use the Services.

8. Limitation of Bank's Liability

- 8.1 Except to the extent attributable to the gross negligence of the Bank, its officers or employees, the Bank shall not be liable for any loss or damage, whether direct or consequential, suffered by the Client as a result of using the Services. Without limitation to the foregoing, the Bank shall not be liable for any loss, liability, injury or damage caused directly or indirectly by a 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 a claim.

9. Term and Termination

- 9.1 Save as follows, the Client may continue to use the Services until the Bank by not less than 30 days' notice in writing advises the Client that the Services are no longer to be made available to the Client. 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 30 day period without affecting the accrued rights and obligations of the parties as at that date and the continued existence and validity of the rights and obligations of the parties under those clauses in these Additional Terms, which are expressed to survive termination.

10. General

- 10.1 If there is any conflict or inconsistency between the provisions of these Additional Terms and the User Guide then the provisions of these Additional Terms shall prevail.
- 10.2 The Bank reserves the right to change and (or) add to these Additional Terms.
- 10.3 The failure to exercise or delay in exercising a right or remedy under these Additional Terms shall not constitute a waiver of such right or remedy under these Additional Terms.
- 10.4 The Bank shall not be in breach of these Additional Terms in the event of failure to provide the Services due to circumstances beyond its control.

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