

RBC Online Bill Payment Subscriber Agreement



RBC Online Bill Payment (“RBCBP”) is a service of RBC Capital Markets, LLC (“RBC CM”, “we”, “us”, “our”) and you, individually, and each other party on whose behalf you may use RBCBP at any time (“you”, “your”), are entering into this RBC Online Bill Payment Subscriber Agreement (this “Agreement”) for us to provide you with access to online bill delivery, payment and management services (the “RBCBP Services”), the RBCBP web site (the “RBCBP Site”), and data associated with the RBCBP Services and the RBCBP Site (the “Data”) in consideration of the payment of the fees we charge for RBCBP and subject to the terms of this Agreement. In this Agreement, “Biller” means a third party whose billing statements you have requested us to present to you online under the terms of this Agreement, and “Business Day” means every Monday through Friday, excluding Federal Reserve holidays.

1. License

During the term of this Agreement, we grant you a non-exclusive, non-transferable, limited license to use the RBCBP Services and the RBCBP Site at such time as they are generally available and to obtain and to use the Data solely as permitted by these terms. You are granted no license to use or access our software, data, or property other than for the purposes of using the RBCBP Services.

2. Privacy

We will not sell your name or your nonpublic personal information to third parties. See the RBC Capital Markets, LLC Privacy Policy disclosures under “Privacy Policy” on our public website at www.rbcwm.com/disclosures. Subject to our Privacy Policy, we may use, modify, and create new material using your bill content and your personal information only to provide the RBCBP Services to you. We will only disclose information about you to third parties if:

- A. It is necessary to complete a transaction;
- B. It is necessary to verify the existence and condition of your deposit account;
- C. It is necessary to comply with a governmental agency or court order;
- D. It is permitted by law;

- E. You give us your written permission; or
- F. You ask us to assist with posting of a payment at a payee.

3. Indemnity

You agree to defend, indemnify and hold us harmless from and against any third-party claims, including any damages, costs, expenses and attorneys’ fees arising out of your use of the RBCBP Services or the Data.

4. Usage Limitations, Obligations and Availability

You agree that you will not provide access to the RBCBP Services to any party other than yourself and other joint owners of your accounts, and you will take reasonable precautions to safeguard the user identifications, passwords, authentication codes or other security devices or procedures you use to access RBCBP (collectively, your “Access ID”) and keep them confidential. You agree to use the RBCBP Services and the Data only for lawful purposes. You are responsible to provide, at your own expense, all necessary telephone lines, internet connection and equipment needed to access the RBCBP Services. You must maintain the confidentiality of your Access ID and you are responsible for all charges incurred under your Access ID, unless otherwise provided in this Agreement. The availability of, and your use of, the RBCBP Services, the RBCBP Site, and the Data are subject to interruption and delay due to causes beyond our reasonable control. The RBCBP Services, the RBCBP Site, and the Data are our valuable property and trade secrets. Under this Agreement, we provide bill presentation and bill payment services, and we are not a trust company or a bank, and we are not FDIC insured.

5. Changes to the RBCBP Service and this Agreement

We reserve the right to change the RBCBP Services in our sole discretion and from time to time without notice to you. We reserve the right to change this Agreement, including fees, in our sole discretion and from time to time, by notice to you, including, but not limited to, by posting notice of such changes to the RBCBP Site or elsewhere in RBCBP that is accessible to you. If you do not agree to any amendments, you may stop using the RBCBP Services and terminate this Agreement as described below. Your use of the RBCBP Services after you are notified of any change will constitute your agreement to such change.

Investment and insurance products offered through RBC Capital Markets, LLC are not insured by the FDIC or any other federal government agency, are not deposits or other obligations of, or guaranteed by, a bank or any bank affiliate, and are subject to investment risks, including possible loss of the principal amount invested.

6. Method of Payment

As used in this Agreement, payments by check, draft, or similar paper instrument drawn on our account are referred to as “paper payments.” The term “electronic funds transfers” means all payments we process for you except paper payments.

7. Authority to Debit Account

You authorize us to charge any of your accounts in order to fund payments that you initiate using the RBCBP Services. Such charge will take the form of an Automated Clearing House (ACH) debit entry or other electronic funds transfer. You will designate a settlement account for us to charge (the “funding account”) and you agree to maintain a balance in that account that is sufficient to fund all payments you initiate. You represent and warrant that you have the right to authorize us to charge the funding account for payments you initiate using the RBCBP Services and you will indemnify and hold us harmless from any claims by any other owner of that account or anyone else claiming an interest in that account. If through no fault of RBCBP Services, your account does not contain sufficient funds to complete the transaction at the time of the request, the payment may be rejected, or the payment may be completed, causing an overdraft. You also agree that we are not responsible for any overdraft or insufficient fund situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain funds sufficient to pay all payments you initiate. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient funds in your account, the fact that your account is closed, or because you provided incorrect account or routing information to us. Currently, you are charged \$25.00 per returned payment. You agree that if there are insufficient funds in your account, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment you have requested. You agree to promptly notify us in writing of any changes to any financial institution account information you use with RBCBP and authorize us to debit such account. You may stop payment of any single scheduled recurring payment by notifying RBCBP at 1-800-933-9946 or by notifying us in writing at least three (3) Business Days before the scheduled date of the payment. However, we will continue to charge the funding account for that payment and for other recurring payments until the expiration date you set for the payments or the date you cancel the recurring payments through the RBCBP Services, whichever occurs sooner. By using the RBCBP Services, you certify that you are the sole owner of your billing account information, or that you are authorized on behalf of all owners of the billing account information to authorize us to use the information for the purposes set out above.

8. Billing Statements

You authorize us to contact Billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third-party Biller websites designated by you (“Biller Sites”), on your behalf, to retrieve your electronic billing data (each, an “eBill”, collectively,

“eBills”). You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your eBills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the RBCBP Services for you. You agree that we may use and store this information. You are responsible for all charges associated with our use of any Biller Site on your behalf and you agree to comply with the terms of use of each Biller Site.

You authorize and direct us to open all physical and electronic mail we receive on your behalf, whether or not the mail is also or only addressed to you. You also authorize us to scan your paper bills into our system and to make and retain paper copies, electronic copies, or images of those bills. Mail is categorized into the following types and will be handled as follows:

A. 1st Class Mail

All 1st class mail may be opened and all bills, invoices, statements of account and similar items will be scanned into the system. All other materials, whether included with a bill or sent to us separately may be examined. Pertinent information other than a bill or billing inserts, such as a significant change in service or pricing, will be included as subsequent pages with your bill. If such information is sent as a separate mailing, it will be scanned and presented to you as a separate notice. Payments and other items that we determine that you need to receive (for example, a check from your biller for credit balance reimbursement) will be forwarded to you at the address we have for you on file. All other such mail (e.g. coupons, advertising, newsletters, etc.) will be shredded and/or discarded. We will use our judgment in making the determination as to what to scan, what to shred and what to forward, and we are not responsible if you disagree as to our decision in that regard. We will shred all scanned bills and notices on site prior to discarding them. If you have a question as to whether a particular item will be scanned, shredded or forwarded, please send your question by e-mail addressed to the customer support group designated on the RBCBP Site.

B. Mail Other Than 1st Class

All mail other than 1st class mail or its equivalent may be shredded and/or discarded without opening it to examine its contents. Bulk, standard, and non-profit are included in this class.

C. Packages/Junk Mail

We are not responsible for forwarding packages to you, regardless of the class of mail used to deliver them to us. You must make arrangements with those parties from whom you purchase goods or from whom you otherwise expect packages to be sent to you, to have those packages sent to a delivery address. Our customer service team is available to assist you in designating shipping and billing addresses with your billers. If a package intended for you is sent to us, it will be refused and returned to the sender. You authorize us to contact third parties to delete your name at our address from any address list used by direct mail solicitors.

9. Payment Addresses

We reserve the right to change the address used for paper payments, without notification, in the following situations:

- A. The information returned by our address cleansing process determines the format of the address does not comply with the United States Postal Service ("USPS") standards.
- B. We have determined that the address provided is not a valid address for the Biller.
- C. The Biller has closed the address, and provided us (via the USPS) with the new address.
- D. We have established a relationship with the Biller to send payments to a different address than the one provided on the statement.
- E. In all cases, we attempt to act in a way to expedite the proper posting of your payment.

10. Periodic Account Activity Statement

We will send you a monthly e-mail notification of the arrival of your E-Bill Management activity statement. Your statement will include a summary of all your account activity and transactions for the preceding month (the "Periodic Account Statement"). You agree to promptly review each Periodic Account Statement and to notify us immediately if there are any suspected unauthorized payments or errors.

11. Procedures If Your Access ID Has Been Lost, Stolen, or Compromised or There Has Been Unauthorized Use of Your Access ID

If you believe that your Access ID has been lost or stolen, or that someone is using your Access ID without your permission, notify us IMMEDIATELY in order to keep your possible losses down. You are responsible for all paper payments authorized by use of your Access ID. The following is our contact information:

Telephone Number: 1-800-933-9946

Mailing Address: RBC Wealth Management

Client Support Services

250 Nicollet Mall

Minneapolis, MN 55401-4422

If you notify us within two (2) Business Days after you learn of the loss or theft of your Access ID, your maximum liability for unauthorized electronic funds transfers is \$50.00. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Access ID, and we can prove that we could have prevented someone else from using your account had you done so, your maximum liability for unauthorized electronic funds transfers is \$500.00.

If your account statement shows payments through the RBCBP Services that you did not authorize, notify us IMMEDIATELY. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any of the electronic funds transfers from your account after the close of this sixty (60) day period and before you notify us if we can prove that we could have prevented the

unauthorized electronic funds transfers had you told us in time.

An "unauthorized electronic funds transfer" is an electronic funds transfer conducted by a person who does not have actual, implied, or apparent authority to use your account, and which does not benefit you. If you give your Access ID to another person, all electronic funds transfers by that person are authorized unless and until you notify us that payments by that person are no longer authorized.

12. In Case of Errors or Questions about a Payment

ALL QUESTIONS ABOUT PAYMENTS MADE THROUGH THE RBCBP SERVICES OR WITH YOUR ACCESS ID MUST BE DIRECTED TO US, RBC CAPITAL MARKETS. We are responsible for the RBCBP Services and for resolving any errors in payments made through the RBCBP Services or with your Access ID.

Your payment transactions will appear on your account statement. SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE. If you have any questions about one of these transactions, call or write us at the telephone number indicated below.

Contact us as soon as possible at 1-800-933-9946 if you think that a payment shown on the statement for your funding account is in error or if you need more information about a payment shown on your statement.

13. Procedures for Investigating and Resolving Errors Involving Electronic Funds Transfers

We must hear from you no later than sixty (60) days after you received the FIRST statement reflecting a problem or error involving an electronic funds transfer.

When you write or call us, you must:

- A. Tell us your name and the account number we issued to you at the time you enrolled for the RBCBP Services.
- B. Describe the payment and/or transfer you are unsure about (Payee name, account information, transaction date, transaction amount) and explain as clearly as you can why you believe it is an error or you need more information. If possible, please provide us with a confirmation number for the transaction.
- C. Tell us the dollar amount of the suspected error. If you tell us orally, or by electronic mail through the RBCBP Services, we may require that you send your complaint in writing within ten (10) Business Days. We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint and will correct any service error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will recredit the affected account within ten (10) Business Days after we hear from you, for the amount that you think is in error in order that you may have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not recredit your account.

If we decide that there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed our investigation, and within ten (10) Business Days of the date of such explanation, we will debit your account of the amount previously re-credited to you for use during the time it took us to complete our investigation. You may ask for copies of documents used during our investigation.

14. Procedures for Investigating and Resolving Errors Involving Paper Payments

You must notify us within thirty (30) days of any error involving a paper payment. We will use reasonable efforts to investigate the error and communicate the results to you.

15. Fees

Fees payable by you for use of RBCBP will be calculated and deducted automatically from your account on a monthly basis.

16. Consent to Electronic Communications

RBCBP is an electronic, Internet based-service.

Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- A. This Agreement and any amendments, modifications or supplements to it.
- B. Your records of any payment and other transactions through the RBCBP Services, including without limitation payment histories and confirmations of individual transactions.
- C. Any disclosures or notices provided in connection with the RBCBP Services, including without limitation those required by federal or state law (including without limitation initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices.
- D. Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the RBCBP Services.
- E. Any other communication related to the RBCBP Services.
- F. Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be “in writing.” You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the RBCBP Services.

If you have opened an account with us and you wish to withdraw your consent to have Communications provided in electronic form, you must close your account as described in the Term and Termination section of this Agreement and stop using the RBCBP Services. There are no fees to close your account with us.

You agree to promptly update your account records with us if your e-mail address or other information changes. You may update your account records, such as your e-mail address, as described in the Changes to Your Information section of this Agreement.

Communications may be posted on the RBCBP Site or other web site disclosed to you and/or delivered to the e-mail address you provide. All electronic Communications will be deemed to have been received by you no later than five (5) Business Days after we send it to you by e-mail or post the Communication on the RBCBP Site, whether or not you have received the e-mail or retrieved the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by our e-mail server to the appropriate e-mail address. An electronic Communication by posting to the RBCBP Site is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

In order to access and retain Communications, you must have:

- A. An Internet browser that supports 128-bit encryption, such as Netscape Navigator version 4.7x or above.
- B. An e-mail account with an Internet service provider and any software required to send and receive e-mails.
- C. A personal computer, operating system and telecommunications connections to the internet capable of supporting the foregoing.
- D. Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit.
- E. A printer that is capable of printing from your browser and e-mail software.

17. Our Right to Refuse to Make Payments

You agree not to use the RBCBP Services to make payments to payees outside the United States (a “Prohibited Payment”). You further agree that the following payments (“Restricted Payments”) are discouraged, but may be scheduled at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court-ordered payments, such as alimony or child support, or (iii) payments to insurance companies. In the event we make an error in processing a Restricted Payment, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. The fact that we make a mistake in processing a Restricted Payment does not mean that we cannot collect from you or your account any funds we sent to the payee on your behalf. We will not notify you if you attempt to make a Prohibited Payment or a Restricted Payment and we will not be liable if we do not make a Prohibited Payment or a Restricted Payment. We may refuse to make any payment that we believe to be prohibited by law. If you fail to maintain a balance in the funding account that is sufficient to fund any payment that you initiate, we may refuse to make any subsequent payment for as long as we determine to be necessary or appropriate. We also reserve the right and will promptly notify you of our decision to refuse to make any other payment.

18. Term and Termination

You may terminate this Agreement by providing us with at least thirty (30) days prior written notice of termination, provided, however, that we may require you to contact us via telephone to arrange for account closing and to confirm your identity. We may terminate this Agreement at any time upon notice to you, which may be delivered via e-mail to your e-mail address reflected in our records. In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately by giving notice to the party in breach. The termination of this Agreement shall not affect any fees or charges already due to us from you.

19. Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THE RBCBP SERVICES AND THE DATA IS AT YOUR SOLE RISK, AND THE RBCBP SERVICES, THE RBCBP SITE, AND THE DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Limitation of Liability

IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE RBCBP SERVICE. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE RBCBP SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

You must select the processing date for any payment, or specify a payment rule in the system that automatically selects this date for you, for each bill received. This date should be at least six (6) Business Days prior to the payment due date to ensure that there is enough time for the Biller to receive and post the payment to your account. As we cannot control the USPS or other aspects of the various systems and processes that together ensure that your payments get from us to your Billers, we cannot guarantee that any payment will be received by the payment due date, and we are not responsible for any costs, expenses or other damages you incur if your payment is not received by any Biller on or before the payment due date. However, if you have followed our rules, allow us sufficient time to make the payment, and we have issued you a confirmation number for a payment, we will reimburse you for any late charge assessed to you because we do not send that payment, up to a maximum of \$50.00 per late payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fee before making reimbursement to you. THIS IS OUR ONLY OBLIGATION TO YOU FOR ANY PAYMENT DELAYS OR FAILURE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT. We may set an expiration date for any payment check we issue from our own account. If we

do this, we may stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your funding account for the amount of the check.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

- A. Your funding account does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution.
- B. Your funding account is closed.
- C. We identify you as a credit risk and choose to complete all your payments by paper means, or to terminate your use of the Services.
- D. The payee rejects or returns the payment for any reason.
- E. Your equipment, software or any communications link is not working properly.
- F. The RBCBP Services are down and you know or we have told you about the problem before you send the payment.
- G. You have provided us with incorrect information about the payee you wish to pay.
- H. The payee mishandles or delays handling or posting any payment we send.
- I. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the transfer or payment from being completed.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

If we duplicate a payment or process a payment for the wrong amount, we will use our reasonable best efforts to recover your funds from the payee. However, if an overpayment causes a credit to your account with a payee, we may notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances. You will remain responsible to reimburse us for any funds we have paid on your behalf.

21. Other Provisions

Neither this Agreement nor any portion hereof shall be assigned, sublicensed or otherwise transferred by you without our prior written consent. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. This Agreement shall be governed by and construed under the laws of the State of Minnesota without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of the state courts of Minnesota and the federal courts within the state with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this

Agreement. The parties agree that communications relating to the Agreement sent via e-mail constitute a “writing” for all purposes, including the giving of notice, hereunder.

22. Entire Agreement

These terms and any terms or rules disclosed in the RBCBP Site regarding use of the RBCBP Services are the entire understanding and agreement between you and us with respect to the RBCBP Service and supersede any other oral or written agreements.

23. Important Information About Procedures for Opening a New Account

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who applies for an account. We may also ask to see identifying documents if you complete your account application in person.

Additional Information

Neither RBC CM nor its affiliates provide legal, accounting or tax advice. All legal, accounting or tax decisions regarding your accounts and any transactions or investments entered into in relation to such accounts, should be made in consultation with your independent advisors. No information, including but not limited to written materials, provided by RBC CM should be construed as legal, accounting or tax advice.

For additional information about our brokerage services and investment advisory services please see our “Client Relationship Summary,” “Brokerage Disclosure Document” and “Advisory Disclosure Documents” which are available on our public website at www.rbcwm.com/disclosures.