



To understand how RBC® collects, uses and shares your personal information under the card linking feature, please see the Collection and Use of Personal Information section.

1. These Terms form part of the Avion Rewards™ terms and conditions and apply when you set up a Connected Bank Account. Capitalized words not defined in these Terms have the meaning given to them in the Avion Rewards terms and conditions.

## 2. Definitions

“You” or “your” means a Connected Bank Account client who (i) holds a Canadian credit or debit card product with a Canadian financial institution other than Royal Bank of Canada (“Other Financial Institution”, “OFI”), and (ii) uses a Device to access the application.

“Royal Bank”, “we”, “us” or “our” means Royal Bank of Canada.

“Aggregation Information” means any information on the products and services you have with an OFI that provides the Connected Bank Account, including but not restricted to your name and address, account type, account number, currency, balance, and transaction information.

“Aggregation Service” means the features, functionality, content and information provided by us, Service Providers and Third Parties for each Connected Bank Account, including retrieving, consolidating, and organizing Aggregation Information to enable us to determine eligibility for Offers and to fulfil Offers.

“Cash Back” means Canadian-currency cash earned on certain purchases of products and services from Participating Merchants.

“Connected Bank Account” means one or more online bank accounts you have with an eligible OFI.

“Device” means any mobile device, computer or other device you use to access Avion Rewards and the Aggregation Service.

“Good Standing” means that we have no reasons to believe that (i) you did or may commit fraud, (ii) you have used or will use the Connected Bank Account for any unlawful purpose, or caused or will cause us a loss, (iii) you operate the Connected Bank Account in an unsatisfactory manner or contrary to our policies, or (iv) you have violated the terms of any agreement applicable to the Connected Bank Account or any related service.

“Log-In Information” means any information that you must enter to access a Connected Bank Account. It may include a client identification number, username, access code, password or other means of identification.

“Member Account” means the Avion Rewards account you created when you signed up for Avion Rewards.

“Offer” means a promotional offer by us, another RBC company, or a Third Party that permits you to receive cash back, discounts, enhanced services, benefits and other incentives or value.

“Participating Merchant” means a third party merchant that provides Offers through Avion Rewards.

“Qualifying Purchase” means a purchase of a good or service using your Connected Bank Account from a Participating Merchant that complies with all Offer terms.

“Service Provider” means a party retained by us that you authorize and direct to provide the Aggregation Service.

“Service Provider Services” means content and information contained in the Aggregation Service provided by the Service Provider.

“Terms” means these Card Linking Terms and Conditions.

“Third Party” means any party other than you, us or a party when acting as a Service Provider. It includes Participating Merchants and parties who provide Third Party Services.

“Third Party Services” means any products or services provided by a Third Party that can be used or accessed on or through Avion Rewards or a Third Party that we refer you to (including Participating Merchants) for other products and services.

“Value” means any form of currency that is earned as a result of engaging with Offers. This may include Cash Back or Avion® points when associated with an Offer.

## 3. General Terms

These Terms apply to the card linking feature which is offered to you at no additional costs or charges.

When you sign up for Avion Rewards and add a Connected Bank Account, we will use your transaction and other information from the Connected Bank Account to present you with personalized offers, recommendations, and promotional content from us, other RBC companies, and Third Parties. Connected Bank Accounts are required to earn Value on some Offers, and cash out associated earned Value when the value is earned as cash back.

Personalized offers, recommendations, and marketing (Promotional Content) are all an integral part of Avion Rewards. By accepting these Terms you accept that we will present you with Promotional Content based on the Aggregation Information we collect.

## 4. How to Participate in the Card Linking Feature

To participate in the card linking feature, you must have a Connected Bank Account and enroll in the card linking feature through either [www.avionrewards.com](http://www.avionrewards.com) or the Avion Rewards mobile app (“App”). Where the Connected Bank Account is jointly owned, each joint owner must enroll separately.

## 5. Connected Bank Accounts & Aggregation

You may elect to add one or more online bank accounts provided by an OFI to your Member Account (“Connected Bank Account”). You are responsible for entering the correct information when adding your Connected Bank Account. We are not responsible for any error on your part nor are we responsible if for any technical or other reason you are unable to add a specific bank account to your Member Account.

Each Connected Bank Account may only be added to your Member Account once and may not be added to more than one Member Account. You may not set up multiple Member Accounts for yourself. Where the Connected Bank Account is jointly owned, whichever joint owner connects the account first will be allowed to link and be entitled to earn on the associated accounts.

Please review section i) (Aggregation Service Terms) for additional terms and conditions applicable to Connected Bank Accounts.

It may take up to 5 business days from the date a Qualifying Purchase is posted to your online account profile for earned Value to be displayed in your Member Account.

You must have a Connected Bank Account connected to your Member Account for a minimum of 15 calendar days at the time you elect to cash out earned Cash Back and up to the point you receive the *Interac* e-Transfer<sup>‡</sup>. You will not be able to cash out earned Cash Back during any period in which there's a hold on your Member Account.

## i) Aggregation Service Terms

### Setting up Connected Bank Accounts.

- To set up a Connected Bank Account, you must input your Log-In Information for a Connected Bank Account. Your Log-In Information will be stored in encrypted form and used to retrieve Aggregation Information for the purpose of providing you with the Aggregation Service. You must update your Log-In Information as soon as it changes in order for us to retrieve Aggregation Information. You are responsible for entering the correct information when setting up your Connected Bank Account. We are not responsible for any error on your part.
- For each Connected Bank Account, you authorize and direct us and the Service Provider on an ongoing basis to do, on your behalf, all things necessary to provide the Aggregation Service to you, which may include visiting the website of the OFI that provides you with the Connected Bank Account and providing your Log-In Information or other information required to register, access, retrieve and download Aggregation Information. You authorize and direct an automatic login to your Connected Account using the Log-In Information you provided to us to retrieve the Aggregation Information. You confirm to us you have the right to give us this authorization and direction. Through this authorization, the Service Provider will collect your Aggregation Information.
- You may terminate the collection of your Aggregation Information by removing a Connected Bank Account from Avion Rewards. Once a Connected Account is removed, we will stop retrieving Aggregation Information for that account and you will not earn Value for Offers that require a Connected Bank Account. Any Value earned while your Connected Bank Account was active will remain in your Member Account and may be cashed out subject to applicable terms. Aggregation Information that was collected when the Connected Account was active will be retained in accordance with our standard data retention policies. Removing a Connected Bank Account does not terminate your use of the Avion Rewards mobile app or website. If you choose to remove a Connected Bank Account, and subsequently add that Connected Bank Account, then we will track and account for Value beginning on the date you add the Connected Bank Account. You will not earn Value for any Qualifying Purchases during the period that your Connected Bank Account was removed.
- Your Connected Bank Account may be disconnected due to reasons outside our control (such as changes made by your financial institution or the OFI's requirement to

re-enter your Log-In Information). If your Connected Account is disconnected (for any reason other than you choosing to remove it), then once you reconnect your Connected Bank Account, we will track and account for all Value earned during the disconnected period as long as your Connected Bank Account has been disconnected for a period of 60 days or less.

- You understand and agree that we are not responsible for the timeliness, completeness or accuracy of Aggregation Information. Aggregation Information continues to be subject to any terms or conditions imposed by the OFI that provides the Connected Bank Account. You must access the website or online service of the OFI that provides your Connected Bank Account to view any information or content, including any notices, disclosures, or disclaimers.

**Use of Aggregation Service.** You acknowledge that when you use the Aggregation Service, Aggregation Information is accessed and retrieved on your behalf, and not on behalf of the OFI that provides your Connected Bank Account. The Aggregation Service is not endorsed or sponsored by any OFI that provides a Connected Bank Account. You acknowledge that the OFI that provides your Connected Bank Account may not have consented to, and may not have knowledge of, the access to the Connected Bank Accounts through the Aggregation Service. It is your responsibility to review your agreements with the OFI to determine whether disclosure to another party that offers services such as the Aggregation Service is allowed, what the consequences of such disclosure may be and your liability in connection with such disclosure.

**Limitation of Liability.** You agree that neither we, nor any of our affiliates will be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such damages, resulting from (a) the use or the inability to use the Aggregation Service; (b) the cost of obtaining substitute goods and services; (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Aggregation Service; (d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of anyone on the Aggregation Service; or (f) any other matter relating to the Aggregation Service.

## ii) Third Parties and Service Providers

**Other entities help us provide the Aggregation Service.** We use Third Parties and Service Providers to provide or to assist us in providing the Aggregation Service or Third Party Services. Other than RBC companies, we do not sponsor or endorse any Third Party and we are not affiliated or associated with any Service Provider or Third Party.

### When using the Aggregation Service.

- You may use Service Provider Services solely for your own personal use;
- You may not sell, distribute or otherwise use Service Provider Services or other information from the App or the Aggregation Service, and you may not permit such distribution or use by anyone else;

- You may not provide or make available any Service Provider Services to any provider of products or services similar to those products and services provided by the Service Provider;
- You understand and agree that (i) your use of any Service Provider Services is at your sole risk and (ii) Service Provider Services are provided “as-is” and “as available”, and that we expressly disclaim all warranties (express and implied) in connection with any Service Provider Services and all information, products and other content included in or accessible from any Service Provider Services, including, without limitation, any warranties regarding accuracy, completeness, merchantability or fitness for a particular purpose;
- You agree that we, Third Parties, and Service Providers may use information and content you provide through Avion Rewards and the Aggregation Service to create, use and distribute statistical, profiling, performance or operational reports about Avion Rewards, including the Avion Rewards mobile app and the Aggregation Service. These reports may be shared with Third Parties, in which case, the information in the reports will not be attributable to you; and
- In no event, even if the Service Provider is negligent, will the Service Provider be liable to you for any losses or damages caused by or in any way related to Avion Rewards and the Aggregation Service. Such losses or damages include without limitation (i) direct, incidental, indirect, consequential, special, aggravated, punitive or exemplary damages, (ii) loss of data, profits, information, opportunity, revenues and goodwill, and (iii) any other business interruption, commercial or economic losses.

## 6. Accounts in Good Standing

The card linking feature is available to you if you have a Connected Bank Account in Good Standing.

For you to be able to access any earned Cash Back, your Connected Bank Account must be in Good Standing at the time of the *Interac* e-Transfer.

## 7. Interpretation

All questions or disputes regarding the card linking feature and the interpretation of these Terms will be resolved by us in our sole discretion.

The division of these Terms into sections, subsections and other subdivisions, and the insertion of headings are for convenience of reference only and should not affect their interpretation.

Also, the word “including” means “including without limitations”.

## 8. Governing Law

Except for Quebec residents, these Terms are governed by the laws of the province of Ontario and the federal laws applicable in Ontario, without reference to conflict of laws provisions. With respect to Quebec residents, these Terms are governed by the laws of the province of Quebec and the federal laws applicable in Quebec.

## 9. Limitation and Indemnities

You are solely responsible for all information or content that you give us through the App, the Aggregation Service and the Third Party Services.

We and RBC companies will not be responsible for any loss, damage, harm, injury, delay or inconvenience suffered or incurred by you with respect to (i) these Terms, the Avion Rewards mobile app, the Aggregation Service or the Third Party Service, (ii) any instruction given to, by or purported to be given by you in connection with the Aggregation Service or Third Party Services, or (iii) any products or services you obtain or purchase from us or from a Third Party to whom we refer you. Such losses, damages, injuries, delays and inconveniences include without limitation (i) direct, incidental, indirect, consequential, special, aggravated, punitive or exemplary damages, (ii) loss of data, profits, information, opportunity, revenues and goodwill, and (iii) any other business interruption, commercial or economic losses. The foregoing limitation of liability applies regardless of the cause of action, even if we or an RBC company has been advised of the possibility of such damages.

In addition, in no event, even if we are negligent or any RBC company is negligent, will we or any RBC company be liable for any loss or damage suffered by you that is caused by any one or more of the following:

- The actions of, or any failure to act by, a Third Party or Service Provider (and no such Third Party will be considered to be acting as our agent);
- Mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in, the Aggregation Service or Third Party Services or any data given by you to us, any RBC company, or any Third Party or Service Provider, including your failure to update;
- Any delay, error, interruption or failure by us, any RBC company, or any Third Party or Service Provider to perform or fulfill any obligations to you due to any cause beyond our or their control, any system malfunctions or any technical failures;
- Unsecured communication being inaccurate, intercepted, reviewed or altered by others, or not received by you;
- Your access to the Aggregation Service or Third Party Services, including, without limitation, any delay or inability to access the Aggregation Service or Third Party Services;
- Your failure to receive or view any communication that has been presented to you, and neither we nor any RBC company will be responsible for any delay, damage or inconvenience that such failure may cause; or
- Your failure to fulfill any of your obligations under these Terms, or to comply with any instructions we may provide to you from time to time in connection with Avion Rewards and the Aggregation Services.

You release and indemnify us for any claim, cost and liability incurred as a result of (i) your use of the App or access to the Aggregation Service and Third Party Services, or (ii) your breach of these Terms.

## 10. How to Contact Royal Bank

For all Connected Bank Accounts: Use the Contact Us feature in the Avion Rewards application.

### Collecting your personal information

We may from time to time collect information from and about you such as:

- Information you provide in connection with your use or receipt of the Aggregation Service, including Aggregation Information, and survey responses you provide; and
- Technical information about how you interact with the Avion Rewards mobile app and Avion Rewards, including pages visited, time spent in the App, IP address, and Device identifier information.

### Using your personal information

We may from time to time use your personal information that we have collected as required by applicable law and to promote our products and services, and promote products and services of RBC companies and Third Parties we select, including providing targeted Offers that may be of interest to you.

### Disclosing your personal information

For the purposes described in the “Using your personal information” section, we may from time to time disclose your personal information, where not prohibited by applicable laws, to our employees, agents, independent contractors and other RBC companies, all of whom are required to maintain the confidentiality of this information in accordance with these Terms and applicable laws. In the event a Service Provider is located outside of Canada, the Service Provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the Service Provider is located.

- Note that we will not disclose your personal information to any Third Party. Any information disclosed to Third Parties (including Participating Merchants) will only be in aggregate or non-identifiable form.

### Your right to access your personal information

You may obtain access to the personal information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by applicable laws. To request access to such information or to ask questions about our privacy policies, contact us through the chat functionality in Avion Rewards.