

Records of Instructions: You agree that we may maintain a database of your Instructions, and, if you provide Instructions by telephone or interactive voice recognition system, that we may record your voice or responses. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

Email: Email sent over the Internet is not secure and may be lost, intercepted, or altered. Except where another agreement with us says otherwise, you agree that we are under no obligation to accept or act on any Instructions you provide to us by email. If you send us confidential information by email, we will not be liable if it is lost or intercepted, altered or misused by someone else.

Use an Anti-Virus Program and Firewall; Signing Off: The computer you use may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, you should ensure that any computer you use to access My RFA Mortgage (including a computer at work, the library, an Internet café or another public place) has an up-to-date anti-virus program and a firewall to prevent unauthorized access to your Account, you must sign off of My RFA Mortgage and close your browser as soon as you finish using them.

Declining Your Instructions: When using My RFA Mortgage, you agree that we may decline to act on an Instruction if we suspect that the Instruction is not from you, is inaccurate or unclear, has not been properly authorized, or is provided for some illegal or improper purpose. We will notify you by reply email when we suspect one of these circumstances has occurred. We will not be liable if we decline to act on an Instruction in these circumstances.

PART C

PROVISIONS FOR MY RFA MORTGAGE

Fees: When you conduct transactions through My RFA Mortgage, you will be charged the transaction fees, charges, and commissions, if any, provided under the agreements governing your Accounts and Services. These fees, charges and commissions will be billed to you, as set out in the agreements governing your Accounts and Services. Any additional fees, charges, or commissions specific to the use of My RFA Mortgage will be disclosed to you online by prior notice.

No Liability for Information Services: Neither we nor our Information Providers will be liable to you or others for losses, damages or expenses of any type arising from the Online Information. As examples, neither our Information Providers nor we will be liable if the information provided (including interest rate quotations): does not meet your needs, or is not suitable for any particular purpose; is not timely, in sequence, or accurate; or is unavailable at any time. Our Information Providers may enforce the terms of this Agreement against you.

Interest Rate Quotations: Time delayed or real-time interest rate quotations included in the Online Information may not reflect the current market rates and are not intended to be recommendations or advice.

Intellectual Property Rights: All information and tools we provide online are proprietary to us, our Information Providers, and our other licensors, and are protected by intellectual property laws. You agree not to sell, distribute, or commercially exploit the information or tools. You further agree not to use the information or tools except for your own personal use.

Access to Web Site: You agree that you will not use My RFA Mortgage, the Online Information or our Web Site for an illegal or improper purpose, or take steps that would have a negative impact on the security, integrity or functioning of our systems. You further agree not to use a third party's website, software or service to access My RFA Mortgage, Online Information or our Web Site, or to stream any information we provide only, including interest quotations or any other Online Information.

PART D

LIABILITY, WARRANTIES AND WITHDRAWAL OF ACCESS

No Indirect Damages: We may be liable to you for direct damages if we breach this Agreement, subject to the terms of this Agreement. However, we will not be liable in any case for any indirect losses, damages or expenses (including any special, incidental or consequential damages or any damages for loss of profit, business or opportunity), regardless of the cause of action, including negligence, and even if we are advised of the possibility of such damages.

No Liability in Certain Cases: Subject to the governing law of your jurisdiction, we will not be liable for any direct or indirect losses, damages or expenses of any kind (including any special, incidental or consequential damages or any damages for loss of profit, business or opportunity) arising out of the following, regardless of the cause of action, including negligence, and even if we are advised of the possibility of such damages: any input errors you make, or your failure to sign off of My RFA Mortgage after you finish using it; failure to use up to date virus-scanning software and a firewall on the personal computer you use to access My RFA Mortgage ; government restrictions or actions, exchange or market rules or the suspension of trading; a failure by us to perform under this Agreement, or delays, errors or interruptions of My RFA Mortgage, that result from acts beyond our reasonable control including acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters; or the circumstances where we have indicated that we will not be liable or responsible in this Agreement.

No Warranties: Except for explicit promises we make to you in another agreement in writing, we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of My RFA Mortgage, the Online Information, the Web Site and the Accounts and Services.

Withdrawal of Access: We may terminate this Agreement with you or withdraw your access to My RFA Mortgage at any time, without notice to you, in which case this Agreement will continue to apply in respect of your past access. We will not be liable for any losses, damages, expenses, or inconvenience that result from our withdrawal of your access.

PART E

DEFINITIONS

In this Agreement:

“Account” means any account you have with us;

“Business” means a sole proprietorship, partnership, corporation unincorporated association;

“Business User” means in the case of My RFA Mortgage Banking, an individual that has been authorized by a Business to use My RFA Mortgage or its behalf, and who has received a password intended for Business use from us;

“Including” means including but not limited to;

“Information Provider” means a supplier who provides us, directly or indirectly, with all or part of our Online Information;

“Instruction” means an instruction that is communicated to us after password authentication through My RFA Mortgage;

“Online Information” means any information services we may make available online, including news, stock exchange quotations, and information about events or third parties;

“Password” means any passwords you use to sign on to or transact on My RFA Mortgage or any other information you have provided that will allow us to identify you if you forget your password;

“Personal Account” means an Account or Service that is personal to a Business User and that is not a Business Account or a Business Service;

“Service” means any product or service you can access through My RFA Mortgage;

“User ID” means the user ID you use to sign on to My RFA Mortgage;
“We”, “us” and “our” means RFA Bank of Canada and its affiliates;

“Web Site” means the website operated by us or our affiliate through which you sign on the My RFA Mortgage with an account or service which is accessed through My RFA Mortgage.

Governing Law: Except if prohibited by the laws of your jurisdiction, this Agreement will be governed by the laws of Ontario and the laws of Canada applicable in Ontario.

Quebec Only: You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s’y rattachant soient rédigés en anglais.