

Artie, the executor helper

Terms and Conditions



Wealth Management
Royal Trust

1. Reading, Agreeing and Keeping a Copy. *These terms are legally binding.*

In these terms and conditions (**Terms**), **we, us** and **our** means Royal Trust Corporation of Canada (for out of Quebec), and The Royal Trust Company (for Quebec only) (collectively, **RBC Royal Trust®**), and **you** and **your** means the person who uses a Device to access the Services through the [Artie, the executor helper™](https://royaltrust.rbcwealthmanagement.com/en/executor-help) website at (<https://royaltrust.rbcwealthmanagement.com/en/executor-help>). These Terms govern your access and use of the Website and of the Services.

Read and check the box to agree. You must read and agree to these Terms, which are a legally binding contract between you and us, before you can use the Website and access the Services.

By checking the box on-screen, you confirm (i) that you are the age of majority in the place where you live and (ii) that you have read and agree to these Terms. These Terms take effect on the date that you check the box on-screen. You cannot use the Website or access the Services unless you have read and agreed to these Terms.

Keep a copy of the Terms. You can print or save these Terms using the print or save function in your browser. We will email you a copy of or provide a link to these Terms at the email address you provided when signing up for the Services.

No changes to other agreements. Unless expressly provided otherwise herein, these Terms do not replace any other agreement you may have with us or any RBC® companies (now or in the future), including any consent or preference regarding the collection, use and disclosure of your personal information. All of the terms of your other agreements with us or any other RBC companies continue to apply.

Please see the definitions section at the end of these Terms for any other capitalized words not otherwise defined.

2. Services. *What is the Service and how does it work?*

Under these Terms, the Services means the features, functionality, content and information provided by us via the Website and include any services that may be provided by Service Providers and Third Parties.

These Services are for illustrative and general information purposes only and are not intended to provide specific financial, investment, legal, tax or other advice, and should not be relied upon in that regard. The administration of an estate is complex and these Services cannot account for all circumstances surrounding the administration. These Services provide only an overview of some of the common tasks of an executor. Proper legal and tax advice should be obtained in the jurisdiction where the estate is being administered to understand all obligations in administering the estate. RBC Royal Trust uses reasonable efforts to include accurate and up-to-date information in these Services, but cannot guarantee that all information is accurate or complete or current at all times. The information or results provided by these Services are based on the accuracy and completeness of the information provided by you. RBC Royal Trust does not make any express or implied warranties or representations with respect to any information or results in connection with the Services. RBC Royal Trust will not be liable for any losses or damages arising from any errors or omissions in any of the information or results obtained from the Services, as well as any action or decision made by you in reliance on any such information or results.

The services currently available through the Website include:

- **Executor dashboard**—Easy access to a dashboard where you can view information related to your personal estate settlement journey.
- **Personalized executor checklist**—Access to an executor checklist customized with key tasks to help ensure you complete your executor duties on time.
- **Access to estate letters and forms**—A library of important letters and forms (e.g., notification and cancellations) prepopulated with the information you provide on the estate, beneficiaries and assets involved.
- **Executor progress tracker and reporting**—Ability to produce a report on tracked progress against completed tasks so you can keep beneficiaries up to date at any time in the estate settlement process.
- **Executor resources**—Resources to support you in your executor duties and through the numerous steps involved in estate settlement.

Reminders:

- Artie™ is for Canadian executors only. If there are executors, beneficiaries and assets located outside of Canada, please consult with relevant legal counsel.
- Not all of the items provided will be relevant to your particular estate settlement situation, and the time it takes for you to complete an estate settlement process can vary and can take approximately 12 to 36 months depending on the jurisdiction and the complexity of the estate.
- Please read through the checklist carefully and consult with a professional for legal, tax, and insurance advice as needed.
- Some of the Services may be provided in whole or in part by Service Providers and Third Parties. The Services are currently available in English and French only, despite any language settings on your Device.
- The Services and the Website may not be accessible at all times. In addition, functionality, features, content or information may change, and may not always be available.

3. Costs, Fees and Related Charges. *Do I have to pay service fees?*

There are no fees to access the Website or the Services. In the future we may charge fees as the Website or the Services develop.

You are responsible for all costs, fees, data plans and related charges associated with your use of any Devices, and they are not reimbursable by us.

4. Privacy. *Information we collect and how we use it.*

Collecting your personal information

We will collect information from and about you such as:

- Information establishing your identity and your role as an executor (for example, name, address, email address, phone number, etc.).

- Information on the deceased connected to the estate (for example, name, address, date of birth, date of death, SIN (optional), driver's license, bank and credit card information).
- Information about the beneficiaries (for example name, address, contact information). You represent and warrant that you have obtained valid consent from third parties involved, and in particular that of the beneficiaries, when you share their personal information with us through the use of this website.
- Information required for the provision of the services such as (your log-in credentials or identifiers such as a user account and password).

We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from registries, from references you provide to us and from other sources, as is necessary for the provision of the Services.

Using your personal information

The information we obtain from and about you may be used from time to time for the following purposes:

- to create your profile on the Website and provide you with the Services;
- to determine your eligibility for the Services;
- to help us better understand the current and future needs of our users;
- to help us better manage our business and your relationship with us;
- to help us prepopulate some fields and template form where possible in order to save you time; and as required or permitted by law.

For these purposes, we may make the information we obtain from and about you available to employees, agents, independent contractors and Service Providers, who are required to maintain the confidentiality of this information. In the event our 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.

We may also use the information we obtain from and about you and share it with RBC companies (i) to manage our risks and operations and those of RBC companies; (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) to let RBC companies know your choices under "Other optional uses of your personal information" for the sole purpose of honouring your choices.

Other optional uses of your personal information

- We may use the information we obtain from and about you to promote our products and services, and promote products and services of Third Parties we select, which may be of interest to you.
- We may also, where not prohibited by applicable laws, share the information we obtain from and about you with RBC companies for the purpose of referring you to them or promoting to you products and services of such RBC companies which may be of interest to you. You acknowledge that as a result of such sharing, RBC companies may advise us of the products or services they provide to you.
- If you also deal with any RBC companies, we may, where not prohibited by applicable laws, consolidate the information you provide to us with information RBC companies have about you to allow us and RBC companies to manage our respective relationships with you.

We and RBC companies may communicate with you through various channels, including telephone, email or mail, using the contact information you have provided to us.

You may choose not to have your information shared or used for the “Other optional uses of your personal information” described above by contacting us as set out below and we will respect your choice. We may share your choice with RBC companies for the sole purpose of honouring your choice.

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, to ask questions about our privacy policies or to request that the information not be used for any or all of the purposes outlined in “Other optional uses of your personal information” you may do so now or at any time in the future by contacting us at:

Royal Trust Corporation of Canada / The Royal Trust Company | 155 Wellington Street West, 20th Floor, Toronto, ON, M5V 3K7 | rbc.com/royaltrust

Our privacy policies

You may obtain more information about RBC privacy policies by visiting www.rbc.com/privacysecurity.

5. Communication. *How will we contact each other?*

You can contact us at:

Royal Trust Corporation of Canada / The Royal Trust Company | 155 Wellington Street West, 20th Floor, Toronto, ON, M5V 3K7 | 1-855-833-6511

We will contact you and provide notices using information you provide through the Website. Except as provided below in the “Notices and Changes” section of these Terms, email is our primary method of communication. When we use email, we will send you electronic correspondence, including notifications, to the email address you provide to us through the Website. It is your responsibility to keep your email address up to date. You understand that if you do not keep your email address up to date, we may not be able to complete the signup process or otherwise contact you.

If you do not wish to be presented with promotional content: (i) via email, please change your communication preferences on the Website; or (ii) via the Website, please request to have your profile deleted by contacting us at 1-855-833-6511.

Changes to your communication preferences for promotional content will not change how we communicate with you for non-promotional content related to the Services.

6. Termination. *How can you or we end these Terms?*

Termination by us—Without prior notice and for any reason, we can (i) suspend or terminate your use of the Website and access to the Services, and (ii) terminate part or all of these Terms or the Services. We are not responsible for any loss or inconvenience that may result in such suspension or termination.

Termination by you—To delete your profile and terminate your use of the Website and access to the Services and these Terms, you can contact us using the contact information provided in the “Communication” section of these Terms.

7. Notice and Changes. *How will we tell you about any changes?*

Notice—Any notice may be given to you through the Website or pursuant to the “Communication” section of these Terms.

Changes—We can change (add, remove or alter) any part or feature of the Services, without giving you notice. Following any such change, these Terms will continue to apply to all or parts of the Services. Subject to legal and regulatory requirements, we can also change these Terms by giving you notice of the change to the email address you provided when signing up for the Services, either before or after the changes take effect. When giving you such notice we will also provide you with a copy of or a link to the updated Terms. If you use the Website or access the Services after we have notified you of a change, you are deemed to have reviewed and accepted the new version of these Terms.

8. Instructions and Security. *You are responsible for decisions you make when using your email address and for the security of your information.*

You will be required to provide your email address to access some of the Services. You authorize us to accept and you agree to be responsible for any instruction given by you or purported to be given by you when using the Website. Any instruction will have the same legal effect as if it was a written instruction and signed by you. When using the Website and accessing the Services, you agree that you will take all steps necessary to ensure that you do not reveal any confidential information to anyone other than us. This includes making sure that other people cannot see your Device screen.

You must also:

- use reasonable steps and precautions to protect your Device against loss or theft;
- use reasonable security measures which include up-to-date virus scanning software and a firewall system, if such security measures are available for your Device; and
- comply with any additional security requirements that we may require in connection with the Services.

9. Service Providers and Third Parties. *Other entities help us provide the Services or offer Third Party Services.*

We may use Service Providers and Third Parties to provide or to assist us in providing the Services or Third Party Services, and 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 Website and accessing the Services,

- 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 Website or the Services, and you may not permit such distribution or use by anyone else; and
- 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 Providers.

You understand and agree that (i) your use of any Third Party Services is at your sole risk and may be subject to the terms and privacy policy of the Third Party and (ii) Third Party Services are provided “as-is” and “as available,” and that we expressly disclaim all warranties (express and implied) in connection with any Third Party Services and all information, products and other content included in or accessible from any Third Party Services, including, without limitation, any warranties regarding accuracy, completeness, merchantability or fitness for a particular purpose.

Service Providers retain all ownership rights, including all intellectual property rights, in Service Provider Services and to their trademarks and logos that appear on the Website and in the Services. Nothing in these Terms, the Website or the Services should be interpreted as conferring any right for you: (i) to use Service Provider Services in any way other than as expressly permitted in these Terms; or (ii) to use any Service Provider trademarks or logos.

You agree that we, Third Parties and Service Providers may use information and content you provide through the Website and the Services to create, use and distribute statistical, profiling, performance or operational reports about the Website and the Services. These reports may be shared with Third Parties, in which case, the information in the reports will not be attributable to you.

10. Compliance and Prohibitions. *Appropriate use of the Website.*

Your use of the Website and access to the Services must comply with these Terms and all applicable laws.

When using the Website and accessing the Services, you will not:

- provide untrue, inaccurate or incomplete information;
- use the Website or access the Services for any illegal, fraudulent, malicious, harassing or defamatory activity or purpose;
- use any robot, spider or other indexing device when using the Website or accessing the Services;
- use any part of the Services to provide internet, service bureau, outsourcing or third-party services or redistribute all or any part of the Services;
- take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Website or the Services (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person); or
- reverse engineer or reverse compile the source code for the Website or any of the service technology.

11. Ownership. *You can use it, but you can't keep it.*

We grant you a non-exclusive and non-transferable single-user (non-concurrent) license to use the Website, in accordance with these Terms. At any time, and at our sole discretion, we may limit, restrict, suspend, declare a moratorium on, or terminate your ability to access the Website, or any of the Services, or both; and with notice to you, we may end the terms relating to the Website, including the Services. If these Terms are terminated, you will destroy all copies of the Website and all copies of any documentation for the Website then in your possession. The grant of this license may not be assigned by you unless agreed upon in writing by us.

We retain at all times all ownership rights, including without limitation, copyright, in the Website. You agree not to copy, reproduce, transfer copies or reverse engineer the Website and not to disclose or distribute the Website to Third Parties. We have no obligation to provide any training, maintenance, or other assistance for the Website.

RBC Royal Trust is the owner, or licensees, of all intellectual property rights subsisting on each screen made available through the Website. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on the Services are the property of RBC Royal Trust, or those of our licensors, and without our express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving of electronic copies of your Website activities, in accordance with these Terms and as we may further instruct you. Nothing in these Terms or on the Website is to be interpreted as conferring a right to use our works, trademarks or logos in any other way, or those of any RBC companies or Service Providers.

12. No Representations or Warranties. *The Website and the Services are provided “as is.”*

We are providing you with the Website and the Services on an “as is” and “as available” basis and we do not make any representations or provide any warranties concerning them. Without limiting the foregoing, we expressly disclaim all warranties in connection with the Website and in connection with the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13. Liabilities and Indemnities. *Read this carefully—it limits your right to sue us.*

You are solely responsible for all information or content that you give us through the Website, the Services 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 Website, the Services or the Third Party Services, (ii) any instruction given to, by or purported to be given by you, using Sign-In Credentials, in connection with the Services 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, or otherwise. 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 a RBC company have 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 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 Services 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 of our obligations to you due to any cause beyond our control 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 Services or Third Party Services, including, without limitation, any delay or inability to access the Services or Third Party Services;
- your failure to receive or view any communication that has been presented to you, and we will not be responsible, and no such 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, including those in the “Security” section of these Terms, or to comply with any instructions we may provide to you from time to time in connection with the Website and the Services.

You release and indemnify us for any claim, cost and liability incurred: (i) as a result of your use of the Website any of the Services and Third Party Services; or (ii) as a result of your breach of these Terms.

14. On-Screen Terms. *Terms shown on-screen form part of these Terms.*

There may be terms, conditions, instructions or disclaimers related to the Services, Third Party Services, or Offers displayed on the screens in the Website, or when you click on icons or links on the Website screens. By using any of the Services or any Offers, you must access and agree that the terms, conditions, instructions or disclaimers apply to your use of or access to the applicable Services, Third Party Services, or Offers, in addition to the terms and conditions of any other applicable agreements.

15. Records. *Electronic records = paper records.*

Our records, including electronic records, including those of any Service Providers (whether used by them or us), regarding the Website or the Services, including the retrieval, consolidation, organization and presentment of information, are final and conclusive. These records will be admissible in any legal, administrative or other proceedings. Furthermore, electronic data and records will be admissible as conclusive evidence of the contents of those records in the same manner as original paper documents. You waive any right to object to the introduction of any such electronic data or records into evidence.

16. Electronic Agreement. *Clicking = signing with a pen on paper.*

These Terms and any related terms, conditions, instructions, disclaimers or documents may be accepted in electronic form and your acceptance is binding between you and us. Neither you nor we will contest the validity or enforceability of these Terms and any related documents because they were accepted or signed in electronic form.

17. Assignment and Severability. *Contract law stuff.*

If any provision of these Terms is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of these Terms. Our failure to enforce strict performance of any provisions of these Terms does not mean we have waived any provision or right. Neither the course of conduct between you and us, nor trade practice modifies any provision of these Terms. We may assign or transfer these Terms on notice to you. You may not assign or transfer these Terms or any of the obligations or rights under these Terms to any other person.

We have the right at all times to assign any or all of our rights and obligations under these Terms to an RBC company. The Services may then be delivered by the RBC company to whom we assign these Terms.

18. Language. *We will talk to each other in English.*

You and we have expressly requested that these Terms and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que cette entente et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise. (*Quebec only / Québec seulement*).

19. Governing Law. *What law applies?*

These Terms shall be governed and construed in accordance with the laws of the Province of Ontario, unless these Terms are agreed upon in the Province of Quebec, in which case it shall be governed and construed in accordance with the laws of the Province of Quebec. You and we agree that the courts of the province or territory specified in this section shall have exclusive jurisdiction over each of us for the determination of any matters arising out of these Terms.

20. Defined Terms. *What does everything mean?*

Device means any mobile device, computer or other device you use to access the Website and the Services.

Offers means any offers, rate discounts or promotions of a Third Party presented by us as part of the Services.

RBC Royal Trust includes Royal Trust Corporation of Canada for out of Quebec users, and the Royal Trust Company for users residing in Quebec.

RBC companies or **RBC company** means Royal Bank of Canada, its direct and indirect subsidiaries and their successors and assigns. While we are a RBC company, in these Terms, a reference to RBC companies or RBC company will not include us.

Services means the Services as defined by the “Services” section of these Terms.

Service Provider means a party retained by us to act on our behalf to provide, or to assist us in providing, the Website and the Services.

Service Provider Services means content and information contained in the Services provided by any Service Provider.

Terms means these terms and conditions.

Third Party means any party other than you, us or a party when acting as a Service Provider.

Third Party Services means any products or services provided by a Third Party that can be used or accessed on or through the Website or a Third Party that we refer you to for other products and services.

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The strategies, advice and technical content in this publication are provided for the general information only and benefit of our clients. This publication is not intended to provide specific financial, investment, tax, legal, accounting or other advice for you, and should not be relied upon in that regard. Readers should consult their own professional advisor when planning to implement a strategy to ensure that individual circumstances have been considered properly and it is based on the latest available information.