

## **ROGERS BANK CARDHOLDER AGREEMENT**

This Agreement is between the Primary Cardholder and Rogers Bank and applies to your Account, and every Card, including mobile versions or renewal and replacement Cards that we may issue for the Account. This Agreement replaces any previous cardholder agreement provided to you in connection with your Account, however, the promises you made and consents you gave in your application for the Card continue to apply. Additional terms and conditions regarding your Account are set out in your application, Disclosure Summary, Welcome Kit, card carrier, and any additional disclosure documents that we may provide to you on occasion, and those terms and conditions also form part of this Agreement. In this Agreement, we have used some defined terms, and we have provided the definitions below. **By signing, activating or using your Card or accessing your Account in any way, you will indicate to us that you have read, understand and are accepting the terms and conditions of this Agreement.**

### **1. DEFINITIONS**

“Account” means the credit card account that is opened in the name of the Primary Cardholder.

“Agreement” means this Rogers Bank Cardholder Agreement, as it may be amended, modified, supplemented or replaced from time to time by us.

“Authorized User” means a person to whom a Card has been issued under the Account at the request and authorization of the Primary Cardholder.

“Balance” means the total amount of all Transactions, fees, including those set out in the Disclosure Summary, interest, and any other amounts payable under this Agreement, less any payments or other credits that have been posted to your Account.

“Balance Transfer” means a cash advance transaction in which you borrow money on your Account to pay the outstanding balance on another credit card and thereby transfer the balance owing on that credit card to the Account.

“Card” means a physical or mobile version of a credit card or other device or technology that enables credit card transactional functionality issued by Rogers Bank to a Cardholder under your Account.

“Cardholder” means the Primary Cardholder and each Authorized User.

“Cash Advance” includes a cash advance obtained inside or outside of Canada at an automated banking machine (ABM) or at a financial institution. Cash Advance also includes the use of your Card or Account for Cash-like Transactions and Balance Transfers.

“Cash-like Transaction” means a transaction involving the purchase of items that are directly convertible to or similar to cash, including money orders, wire transfers, traveller’s cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips and some lottery tickets). Cash-Like Transactions are identified automatically for us by the merchant in accordance with the credit card network rules.

“Disclosure Summary” means the document which we provide to you that sets out the annual interest rates, fees and certain other information regarding your Account. The Disclosure Summary forms part of this Agreement.

“Fees” refers to the fees and charges applicable to your Account, except where expressly stated otherwise. The fees and charges applicable to your Account are described in your application, Disclosure Summary, Welcome Kit or any other disclosure document that we may provide to you on occasion.

“Privacy Law” means the federal *Personal Information Protection and Electronic Documents Act (Canada)* and any successor or replacement to that statute and any other legislation or regulation applicable to Rogers Bank concerning the protection of information about identifiable individuals.

“Personal Information” means any personal information about you or that you provide to us that is subject to regulation by any Privacy Law and that is in our possession or control.

“PIN” means personal identification number.

“Primary Cardholder” means the person who applied for the Card and in whose name the Account has been opened.

“Purchase” means any Transaction other than a Cash Advance.

“Statement” means a monthly statement of account issued to you in accordance with this Agreement.

“Transaction” means any use of a Card or the Account to purchase goods or services or make any other charges to the Account including a Cash Advance.

“You” or “your” means each Cardholder. If there is more than one Cardholder, “you” and “your” refer to each one of you.

“We”, “our” or “us” means Rogers Bank.

“Welcome Kit” means the package that the Primary Cardholder will receive with the first Card that is issued to the Primary Cardholder.

## **2. USE OF THE CARD**

You may use your Card in accordance with the terms of this Agreement for those purposes that we agree to, including:

- ✓ to pay for Purchases; and
- ✓ to obtain Cash Advances.

When any Cardholder makes a Transaction using the Account, we lend the Primary Cardholder the amount required for the Transaction, and the Primary Cardholder authorizes us to charge the Account and promises to pay Rogers Bank for all Transactions made with the Account, whether or not transaction alerts have been provided to a Cardholder with respect to the Transactions (when this service is available), whether they were made by the Primary Cardholder, an Authorized User, or someone else that a Cardholder permitted to use your Account, and for any applicable Fees, premiums or interest. The Primary Cardholder is solely responsible for and must repay us the Balance owing on your Account.

The Primary Cardholder can add or remove Authorized Users from the Account from time to time by contacting us, although we may limit the number of Authorized Users on an Account. An Authorized User’s Card number will differ from the Primary Cardholder’s Card number but is part of the same Account. If the Primary Cardholder wishes to seek repayment from an Authorized User for any portion of the Balance, it is the Primary Cardholder’s responsibility to ensure that appropriate arrangements are in place. The Primary Cardholder is also responsible to ensure that all Authorized Users understand and comply with all of the terms and conditions of this Agreement and the Rogers Bank Privacy Notice (see Section 28 “Privacy and Personal Information” for more details).

Your Card may only be used by the Cardholder to whom it has been issued. If any Cardholder lends a Card to someone or allows someone else to use a Card or your Account number, the Primary Cardholder

will be responsible for any amounts charged to the Card or Account by that person, even if you intended to limit that person's use of the Card or your Account to a particular amount or particular time.

Authorized Users may use the Card or the Account in the same manner as the Primary Cardholder, but are not liable to us for any amounts incurred on the Account, including the amounts incurred by them.

You provide your consent for us to communicate (by telephone, mail, email, SMS text message or any other electronic communication method) with any Authorized User regarding all details and matters related to your Account. For greater certainty, this also means that we are permitted, but not obligated, to provide any Authorized User online access to your Account.

We may decline an authorization request for any Transaction at any time for any reason. We may also request additional information at any time to evaluate a Transaction request or to evaluate and adjust the rates of interest, credit limit or other features of your Account.

When any Cardholder on the Account pays for goods or services with the Account number without presenting his or her Card (such as for Purchases by telephone, mail, Internet, mobile or any other electronic method) or where a signature, PIN or password is not required, the legal effect is the same as if the Card had been presented and the sales slip was signed or a PIN or password entered.

You must sign any Card that has a signature panel as soon as you receive it and ensure that the Authorized Users on the Account sign any Cards that include a signature panel as soon as they receive them. However, the Primary Cardholder agrees to pay all debts incurred on the Account, even if these debts are incurred prior to activation of the Account or after the expiry of any Card or after the closure or suspension of the Account.

Your Card or Account number must not be used for any illegal or unlawful purpose, including the purchase of goods or services prohibited by the laws of Canada or any other country where the Card is used or where the goods or services are provided. We have the right to prevent your Card or your Account from being used for certain types of transactions as determined by us without advance notice to you.

All Cards are the property of Rogers Bank and must be returned to us on our request.

### **3. YOUR PERSONAL IDENTIFICATION NUMBER AND OTHER SECURITY CODES**

We will advise you how to select your PIN. You should select a PIN which cannot be easily guessed, and which is not related to your name, address, telephone number, date of birth, social insurance number, or other information about you.

You agree to keep your PIN and any security codes that you create for the purposes of online transactions or accessing information about your Account online confidential and in secure location(s) separate from your Card. You must take all reasonable precautions to ensure that no one finds out your PIN or other security codes, including while you key-in your PIN at an ABM or any other device. You must not share your PIN or any other security codes with anyone.

We may permit each Cardholder to register to access the Account online.

### **4. LOST/STOLEN CARDS AND UNAUTHORIZED USE OF YOUR ACCOUNT**

You agree that we will consider that all Transactions on your Account have been authorized by you, until you advise us otherwise.

You must inform us immediately about any actual or suspected loss, theft or unauthorized use of any

Cards, PINs or passwords for your Account. You may contact us toll free at 1 855 775-2265 (or collect at 1 705 522-7412 if you are outside Canada and the U.S.), or as set out in section 29 “Contacting Us”. We may take whatever steps we consider necessary to recover any affected Card and additionally may report the loss, theft or unauthorized use to the appropriate authorities.

If someone uses your Card without your authorization, and you immediately report the unauthorized use of your Card to us after becoming aware of it, the Primary Cardholder is not liable if:

- you did not knowingly contribute to the unauthorized use; and
- you have used reasonable care in safeguarding your Card or Account, which includes care of any related Personal Identification Number (PIN) or password.

If you do not meet these criteria, the Primary Cardholder will be liable for all charges incurred in connection with the unauthorized use.

You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

## **5. YOUR CREDIT LIMIT**

Your initial credit limit is disclosed to you in your Welcome Kit and your current credit limit will be indicated on each Statement. Your credit limit is the maximum amount of Transactions that can be charged to your Account. We determine your available credit by deducting the amount you owe us (including Transactions that we have authorized but not yet posted to your Account) from your credit limit. We will set a limit for Cash Advances on your Account. Although we establish a credit limit, we may, from time to time and at our discretion, approve charges that cause your Balance to exceed the credit limit. This does not mean that your credit limit has changed and the Primary Cardholder remains responsible for and must pay the amount that exceeds your credit limit when due. However, we are not required to allow you to exceed your credit limit, even if we have done so in the past. If your Account is over its credit limit any time during a Statement period, you may be charged the over limit fee shown in the Disclosure Summary once per Statement period. The over limit fee may be amended with notice to you.

Merchants may request pre-authorization for certain transactions such as hotel or rental car reservations, and the resulting “holds” will decrease your available credit. However, if you exceed your credit limit solely as a result of holds placed on your Account, the over limit fee will not be charged to your Account.

From time to time, we may invite the Primary Cardholder to apply to increase the credit limit of the Account. If the Primary Cardholder requests an increase to the credit limit, at our discretion we may increase the credit limit up to the new limit applied for. We may decrease the credit limit of the Account at any time, without notice to you.

## **6. MONTHLY STATEMENTS**

Unless otherwise required by law, we will send you a Statement for each Statement period unless there is no activity on your Account (including Transactions or payments) during that Statement period, and either: (i) there is no balance outstanding; or (ii) you have been notified that your Account has been suspended or closed due to default and we have demanded payment of the outstanding balance, in which case we may not provide you with Statements. Unless you are resident in Quebec, we may not send you a Statement for a Statement period if your Account has an outstanding balance of less than \$10 on the last day of that period, there has been no activity on your Account (including Transactions or payments) during that period, and no interest or Fees are being incurred on your Account, in which case we may provide you with a Statement on a quarterly basis. We are required only to provide Statements to the Primary Cardholder. To the extent permitted by law, and if you have provided your consent, we may provide

Statements to you by email or in another electronic form.

You are required to review your Statement and check that the information about your Purchases, Cash Advances, interest charges and Fees is accurate. If you disagree with any item on your Statement, you agree to contact us within 30 days of the last day of the Statement period. Please see section 29 "Contacting Us" for our contact information. Otherwise, the Statement and our records will be considered to be accurate. However, we may at any time remove from your Account any credits which have been posted in error.

## **7. PAYMENTS**

You may pay your Account Balance in full or in part at any time. The payment due date will be shown on your Statement, and will be a minimum of 21 days from the last day of the Statement period. For any payment due date that falls on a weekend or holiday, we will extend it to the next business day. You must make at least the minimum payment by the payment due date each month. You are responsible for ensuring the payment is received and applied to your Account by us by this date, even if normal postal service or electronic communication (if you requested electronic communication) is disrupted or not possible for any reason whatsoever. Payments that are sent to us by mail or made online may take several days to reach us. These payments are not credited to your credit card account until we have processed them and your payment has cleared. Payments, particularly those made by cheque or in a bank branch, can take more than a week to clear. All payments must be made in Canadian currency.

The minimum payment shown on each monthly statement will be the sum of (i) any past due amounts; and (ii) any balance over your credit limit PLUS the greater of:

- (a) \$10.00 PLUS current interest and any other Fees; OR
- (b) 2% of your statement balance (or 5% of your statement balance if you are resident in Quebec).

For all cardholders, statement balances under \$10 are due in full.

If your statement balance is not paid in full by the payment due date, you must then pay interest on all purchases and Fees (including, for greater clarity, interest) shown on that month's statement from the transaction date until we receive your payment for the total amount you owe. Please see section 9, "Interest Rates and Grace Periods". If you do not pay at least the minimum payment due by the payment due date two times within a 12 month period, your Account will not be in good standing and you will be in default. Please see section 17, "Default".

## **8. HOW WE APPLY YOUR PAYMENTS**

We will apply your minimum payment as follows:

- (1) to any interest;
- (2) then to any billed Fees or premiums;
- (3) then to any transactions which have appeared on your Statement; and
- (4) then to any unbilled amounts.

If different rates apply within any category noted above, we will apply your minimum payment to those amounts which bear the lowest interest rate first.

After application of the minimum payment as set out above, we will apply any excess payment amounts to the remainder of your new Balance. If the different amounts that make up your new Balance are subject to different interest rates, we will allocate your excess payment in the same proportion as each amount bears to the remainder of your new Balance. If the same interest rate is applicable to both a Cash

Advance (which never benefits from an interest-free grace period) and a Purchase, we will apply your payment against the Cash Advance and the purchase in a similar proportionate manner.

In the event that you have a credit balance on your Account, the credit balance will be applied to any new Transactions in the order in which they are posted to your Account.

## **9. INTEREST RATES AND GRACE PERIODS**

Different rates of interest may apply to different types of transactions. The interest rates applicable to your Account, other than promotional rates of interest, are shown in the Disclosure Summary and may be amended as provided in section 18 “Changes to this Agreement”. The most current interest rates will also appear on each Statement for your Account.

### *How we calculate interest*

For each type of interest-bearing Transaction, the applicable “daily interest rate” is the annual rate of interest that applies to the Transaction divided by the number of days in the year (365 days, except in a leap year when it is 366 days). Your Statement will show the annual rate of interest and the daily interest rate for each type of Transaction made during the Statement period for that Statement. The “average daily balance” for each interest-bearing Transaction is the sum of all daily balances for the particular type of Transaction in the Statement period divided by the number of days in the Statement period. Interest is calculated at the end of each Statement period for each type of interest-bearing Transaction by multiplying together the average daily balance for the rates and the number of days in the Statement period. The interest for each type of Transaction is added together and added to your account balance at the end of the Statement period.

### *Interest free grace period on Purchases and Fees*

The number of days between the last day of the Statement period and the Payment Due Date shown on your monthly Statement is the Grace Period. There is a minimum 21 day interest-free Grace Period on all new Purchases and Fees (including, for greater clarity, interest) appearing for the first time on the monthly Statement. If your new Balance is paid in full by the Payment Due Date shown on your monthly Statement, there will be no interest for the new Purchases and Fees. If you do not pay your new Balance in full by the Payment Due Date, you must pay interest on the new Purchases and Fees retroactively from their transaction date until we process your payment in full for those Purchases and Fees. For greater clarity, as a result interest is charged on unpaid interest. Your next Statement will include interest accrued on those Purchases and Fees from their transaction date.

There is no interest-free grace period for Cash Advances (which includes Balance Transfers and Cash-Like Transactions). Interest will always accrue on Cash Advances from the Transaction date shown on your Statement.

## **10. FEES**

The Fees that apply to your Account are set out in the Disclosure Summary. The Primary Cardholder agrees to pay the Fees set out in the Disclosure Summary and you authorize us to charge them to the Account. You acknowledge that we may make changes to the Disclosure Summary from time to time upon notice to you as set out in the “Changes to This Agreement” section of this Agreement.

## **11. ISSUES WITH MERCHANTS**

If you have a complaint or a problem regarding any products or services you purchased using your Card or your Account, you must resolve the problem directly with the merchant. **After you have contacted the merchant, you can contact us for further assistance if you need it.** In order to avoid late charges and penalties, please continue to make payments to your Account while you are resolving the problem

directly with the merchant. If you are expecting a merchant to apply a credit to your Account, then please monitor your Account closely and if the credit does not appear within 30 days, then please call us at the number noted in section 29 “Contacting Us”.

When we receive a credit from a merchant, the credit will not be treated like a payment made by you, and the credit will not count towards your minimum payment due or towards payment in full of your Balance. If you have outstanding balances on your Account accruing interest at different rates, the merchant credit may not necessarily be applied against the item for which you received the credit. If we have charged you any interest on a Purchase that was returned and for which a merchant credit was applied to your Account, we may not refund this interest to you.

Questions about whether any particular Transaction will be a Cash-Like Transaction should be directed to the merchant.

## **12. REWARDS PROGRAMS**

In some cases a rewards program may be provided with a Card, in some situations at no additional cost to you. The principal features of any applicable rewards program will be described in the Welcome Kit. If you wish to see a complete set of the terms and conditions that apply to a particular rewards program you may view them online at the website identified in the Welcome Kit or you may call us at the number noted in section 29 “Contacting Us”. Rewards programs may be subject to cancellation or change without prior notice to you.

## **13. PROMOTIONAL OFFERS**

From time to time, we may make special offers available to you including granting you lower interest rates on portions of your Balance, the ability to skip payments or extend your payment due dates, or other promotional payment plans. We will explain the terms and conditions of these promotional offers at the time that we make these offers available to you. The terms and conditions of this Agreement will still apply to any promotional offer you choose to participate in, except to the extent modified by the terms and conditions of the promotional offer.

## **14. CREDIT BALANCES**

We do not pay interest on any credit balances. You acknowledge that credit balances are not deposits and are therefore not insured by the Canada Deposit Insurance Corporation.

## **15. FOREIGN CURRENCY CONVERSION**

Transactions on your Account will be billed in Canadian currency. Transactions in a foreign currency are converted to Canadian dollars at the rate established by Mastercard International in effect on or after the date of the Transaction and no later than the date the Transaction is posted to your Account (which may not be the same date as the date of the Transaction). The rate that applies to amounts charged to your Account (“debits”) may be different than the rate that applies to amounts credited to your Account (“credits”), as the rates established by Mastercard International are different for debits and credits and such rates are subject to change from time to time. This means that if you make a purchase in a foreign currency (a debit) and then return the purchase and the merchant credits your Account (a credit), the Canadian Dollar amount debited to your Account for the purchase may be different (and could be higher) than the Canadian Dollar amount credited to your Account for the refund. We will also charge you the foreign currency conversion fee as set out in the Disclosure Summary.

## 16. RENEWAL AND REPLACEMENT CARDS

You authorize us to send you a renewal or replacement Card before your current Card expires. You also agree that from time to time, at our discretion, we may send you a replacement Card that is governed by terms and conditions that differ from the terms and conditions set out in this Agreement. You must destroy any Cards that have expired or that we have replaced by cutting them through the magnetic stripe and if the Card has a chip, by also cutting through the chip.

## 17. DEFAULT

If you do not make your minimum payment by the due date two times in any 12-month period, the interest rate(s) will increase as disclosed in the Disclosure Summary, and the applicable increased interest rate(s) will apply to all of your unpaid Balances.

You will be considered in default of this Agreement if:

- ✓ you do not make your minimum payment by the due date two times in any 12-month period;
- ✓ you or any Authorized User on the Account does not comply with any term or condition of this Agreement;
- ✓ you provide any incorrect or misleading information in any application for a Card;
- ✓ you become bankrupt or insolvent; or
- ✓ you or any Authorized User on the Account uses the Account in a manner that is prohibited by us or by law or in an inappropriate manner.

If you are in default under this Agreement, the Balance will become due and payable on demand from us.

The following is a required clause and applies only to residents of Quebec:

*“Before exercising our right to demand immediate payment of the Balance, we will forward you a notice in writing and unless we are exempted in accordance with section 69 of the General Regulation, we will forward you a statement of account.*

*Within 30 days following your receipt of the notice and, where necessary, of the statement of account, you may:*

- (a) either remedy the fact that you are in default;*
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.*

*It is in your interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur”*

If you are in default under this Agreement, we may also:

- ✓ terminate or restrict your rights under, and modify any terms of, this Agreement,
- ✓ increase the minimum payment that you must make until further notice;
- ✓ require that you and any Authorized User return all Cards;
- ✓ offset balances from any other Account you have with us, and use it to pay the amount that you owe us, without notice to you;
- ✓ exercise all other rights and remedies that are available to us at law; and
- ✓ require you, unless you are a resident of Quebec, to pay all legal expenses (including the fees of our internal legal counsel) we reasonably incur to collect or attempt to collect the amount that you owe to us;

Our failure to exercise any of our rights when you are in default does not mean that we cannot or will not exercise those rights later or upon another default.

## **18. CHANGES TO THIS AGREEMENT**

We may propose to make changes, either permanently or temporarily, to any of the terms of this Agreement, including any interest rate(s) and Fee(s), or replace this Agreement with another agreement at any time. We will give you written notice of a proposed change and any other information required by law, at least 30 days before the effective date of the change. We will notify you of changes by any method allowed by applicable law, including sending you a written or electronic notice. We will send any mailed notices to the most recent address for the Primary Cardholder that you gave us. Any change may apply to your existing Balance. Except for changes to your annual interest rates or changes to the amount chargeable as membership or renewal fees, or as replacement fees for a lost or stolen card, you may refuse the change by terminating this Agreement pursuant to section 20 below and closing your Account without cost, penalty or cancellation indemnity by notifying us prior to the effective date of the change. If you use or keep your Account after the effective date of the change, we will consider that you have accepted the change.

## **19. CHANGING YOUR ADDRESS OR OTHER INFORMATION**

You must provide us prompt notice of any change in your address; and, if you have chosen to receive electronic notifications regarding your Statements and other related correspondence by email, your email address. We should also be notified if other information relating to your contact information changes.

In cases where different terms and conditions (including Fees) apply to residents of different provinces or territories, we will rely on the information you provide us in applying the terms and conditions of this Agreement. You represent that the address you have provided to us is your correct and current address.

## **20. CANCELLATION OF THIS AGREEMENT OR CLOSURE/SUSPENSION OF YOUR ACCOUNT**

We may terminate this Agreement, cancel or suspend access to your Account, or reduce your credit limit immediately at any time with or without a reason and without telling you in advance. If we do terminate, cancel or suspend your Account, you must pay all amounts owing on your Account, stop using your Card and return your Card to us. We may deduct amounts owing on your Account from any other account you have with us and use them to pay the amount owing on your Account, without notice to you.

The Primary Cardholder may terminate this Agreement by contacting us and requesting that we close your Account. We may require that you provide us notice in writing that you wish to end this Agreement.

Even if we or the Primary Cardholder have ended this Agreement, the Primary Cardholder will continue to be responsible for all charges made using your Account, including any pre-authorized payments that you have authorized any merchants to charge to your Account. The Primary Cardholder's obligations under this Agreement continue until all amounts that the Primary Cardholder owes us have been paid in full.

## **21. PRE-AUTHORIZED PAYMENTS**

You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized payment transactions you wish to be charged to your Account, including advising a merchant if your Card number or expiry date changes. We are not liable if any pre-authorized payment transactions cannot be posted to your Account and you are still liable to the merchant for these transactions.

If you want to stop any pre-authorized payment transactions, you must contact the merchant first and then check that they followed your instructions. After you have contacted the merchant to cancel your

preauthorized payment, you can contact us for further assistance if you need it.

Certain merchants may register with Mastercard Worldwide Inc. to receive automatic updates regarding your Account, such as changes to your Account number, expiry date and status of your Account. Unless you opt-out by calling us at 1 855 775-2265 (or collect at 1 705 522-7412 if you are outside Canada and the U.S.), those merchants will receive those updates. Since not all merchants will register to receive this service from Mastercard Worldwide Inc., you remain responsible for updating merchants with whom you have set up pre-authorized payments.

## **22. ELECTRONIC COMMUNICATIONS**

If you have chosen to receive your Statements and other related correspondence electronically, any documents sent to you electronically will be deemed, for legal purposes, to have been provided “in writing” and signed and delivered by us. Similarly, we may rely upon any instructions that we receive electronically, which we believe have been provided by you (the Primary Cardholder), such as electronic requests for changes to your credit limit.

## **23. GOVERNING LAW**

This Agreement will be governed and interpreted in accordance with the laws of the province or territory in Canada in which you reside and the laws of Canada, as applicable. In the event of a dispute, you agree that the courts in the province or territory where you reside will have exclusive jurisdiction over any dispute arising in connection with your Card, your Account or this Agreement.

## **24. LIMITATIONS ON OUR LIABILITY**

We will not be liable to you for any damages (including special, indirect and consequential damages) that may arise in connection with your Card, your Account or this Agreement if, for any reason, your Card or your Account number is not accepted, or for any other reason you are unable to use your Account, even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

We may use affiliates and service providers that are located outside of Canada to process applications, information, and transactions in connection with credit card accounts. In the event that an affiliate and/or a service provider cannot or will not process any transaction in connection with your Account, by reason that the affiliate or service provider may suffer legal and/or reputational risks, or that the affiliate or service provider may, by doing so, violate any law, regulation, rule or internal policy applicable to it if it completes such transaction, then we may be unable to complete the transaction. In such event, neither we nor our affiliates or service providers will be liable in respect of any such incomplete transaction.

## **25. ASSIGNMENT**

We may sell, assign or transfer any or all of our rights or obligations under this Agreement, without notice to you, and we may disclose information about you and your Account to the person or entity to which we make any such sale, assignment or transfer. You may not assign any of your rights or obligations under this Agreement.

## **26. SEVERABILITY**

If any provision of this Agreement is unenforceable in any jurisdiction, such provision will, as to such jurisdiction only, be ineffective only to the extent of such unenforceability, without invalidating the remaining provisions of this Agreement.

## **27. LANGUAGE CLAUSE**

The parties hereto have expressly requested that this Agreement and all documents related hereto be drawn up and signed in the English language only. *Les parties aux présentes ont expressément demandé que cette convention ainsi que tous les documents s'y rapportant soient rédigés et signés en langue anglaise seulement.*

## **28. PRIVACY AND PERSONAL INFORMATION**

If we suspect there is fraud on your Account, you authorize us to communicate with any Cardholder by telephone, mail, email, SMS text message or any other electronic communication method.

Personal information about you is collected, used and disclosed in accordance with Rogers Bank's Privacy Notice. As described in our Privacy Notice, Personal Information, including your credit and related financial information, may be shared between us and our affiliates, service providers, credit bureaus, and reporting agencies, businesses and financial institutions with whom you have had or may have a financial relationship and other references you have provided to us for the purposes of obtaining a credit information report or related financial history, verifying your current and ongoing creditworthiness and other information you have to us and providing credit information to potential creditors, credit bureaus, and credit reporting agencies.

Your Personal Information may also be shared with parties connected with the contemplated or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including your Account and any agreement to which it relates) for the purposes of determining whether to proceed or continue with such transaction or business relationship, fulfilling any reporting or audit requirements to such parties and the use and disclosure by such parties for substantially the same purposes as described herein.

If you do not want us to use or disclose your Personal Information for this purpose, please contact us at 1 855 775-2265 (or collect at 1 705 522-7412 if you are outside Canada and the U.S.).

Since we use service providers in the United States to provide and store personal information, disclosure of Personal Information may be subject to disclosure under the laws of the United States.

## **29. CONTACTING US**

If you have any questions, complaints or concerns or about your Account, you can contact us as follows:

Rogers Bank  
PO Box 57130  
RPO Jackson Square  
Hamilton, ON  
L8P 4W9

Attention: Customer Care

Tel: 1 855 775-2265 (or collect at 1 705 522-7412 if you are outside Canada and the U.S.)

## **30. COMPLAINT RESOLUTION**

We value your business and are here to help you. There are a variety of ways you can express your concerns about your experience with Rogers Bank. We encourage you to get in touch with us by regular mail, email or telephone. Our escalation process is below.

### **Step 1: Contact Customer Care**

This is your first touch point. You can contact our Customer Care team by email, telephone or regular mail as follows:

Rogers Bank  
PO Box 57130  
RPO Jackson Square  
Hamilton, ON  
L8P 4W9

Attention: Customer Care

Tel: 1 855 775-2265 (or collect at 1 705 522-7412 if you are outside Canada and the U.S.)

Our agents have the tools, support and training to quickly understand and resolve complaints or concerns. Please note the name of the person you speak to for future reference, in case you wish to follow up on the discussion.

If you are writing to us, please make sure you include:

- the nature of your complaint and relevant details;
- the identity of anyone with whom you have already discussed your concerns, and;
- your contact information so we may reach you.

We will conduct an investigation of your complaint and contact you promptly to gather more information. We will do our best to resolve the issue to your satisfaction.

### **Step 2: Contact Rogers Bank Ombudsman**

Most concerns are resolved before they reach this step; however, if you are still not satisfied with the outcome of your complaint, please contact the Rogers Bank Ombudsman office as follows:

Email: [RogersBankOmbudsman@rci.rogers.com](mailto:RogersBankOmbudsman@rci.rogers.com)

Fax: 416 935-6304

Regular mail:

Rogers Bank  
Office of the Ombudsman  
350 Bloor Street East  
Toronto, ON M4W 0A1

### **Step 3: Independent Support**

If the steps listed above have not resolved your concern or complaint to your satisfaction or 90 days have elapsed since we received your complaint, you may contact the Ombudsman for Banking Services and Investments by phone or in writing as follows:

Toll-free Telephone: 1 888 451-4519  
TTY Telephone: 1 855 TTY-OBSI (1 855 889-6274)  
GTA Telephone: 416 287-2877  
Toll-free Fax: 1 888 422-2865  
GTA Fax: 416 225-4722

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

Mail: Ombudsman for Banking Services and Investments  
401 Bay Street, Suite 1505

P.O. Box 5  
Toronto, ON M5H 2Y4

If you have a complaint about any obligation of Rogers Bank under a consumer provision of the Bank Act, you may file a complaint with the Financial Consumer Agency of Canada (“FCAC”) as follows:

Toll-free Telephone: 1 888 461-3222 (English)  
Toll-free Telephone: 1 888 461-2232 (French)  
TTY Telephone: 1 866 914-6097 (613 947 7771)  
Toll-free Fax: 1 866 814-2224

Mail: Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Avenue West  
Ottawa, ON  
K1R 1B9

Please visit [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca) for more information about FCAC.

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