

ELECTRONIC COMMUNICATIONS AND DIGITAL SERVICES TERMS AND CONDITIONS

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The Rogers Bank online banking website and / or mobile application (the “Platform”) provides digital card management services for your Rogers Bank credit card (the “Services”) subject to the following terms and conditions of use and our Privacy Notice (collectively “Terms and Conditions”). **PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY NOTICE CAREFULLY BEFORE USING THE PLATFORM. BY ACCESSING OR USING THE PLATFORM YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS.**

The Terms and Conditions are to be read by you together with any terms, conditions or disclaimers provided in the pages of the Platform. If you do not agree to these Terms and Conditions, please do not use the Platform. Your continued access or use of the Platform will mean that you agree to these Terms and Conditions and any subsequent changes that may be posted to the Platform.

1. **Definitions**

“Account” means the credit card account that is opened and maintained by us in your name.

“Account Agreement” means the agreement or agreements, as amended or replaced by us from time to time, that contain the terms and conditions which apply to the Account.

“Alerts” means Statement and/or Documents sent to you via email and/or text message.

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

“Card” means a physical or mobile version of a credit card or other device or technology issued under the Account by us to you or an Authorized User.

“Document” means any document, disclosure, notice, confirmation, communication or other information which is provided by us to you, other than a Statement, and which may be included with a Statement, and which may include legal or regulatory notices about the Account or other communications provided by us to you. A Document may also include an Account opening application or information of a marketing or promotional nature.

“Platform” means the Website and/or our mobile application.

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

“Statement” means a monthly statement of account issued by us to you in accordance with the Account Agreement.

“Terms and Conditions” means these Electronic Delivery of Statements and Documents Terms and Conditions.

“You” or “your” means the Primary Cardholder.

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

“Website” means rogersbank.com or any other website operated by us.

2. **Digital Services.** We provide the Services on the Platform to give you digital access to your Rogers Bank credit card Account, Account history and other Account information. The Platform is established solely for accessing of your Account information as provided to you by Rogers Bank. If have any questions, complaints or concerns or about your Account, you can contact us 1- 855-775-2265 (or collect at 1-705-522-7412 if you are outside Canada and the U.S.).
3. **Information Accuracy.** The Platform, including the facts, data, information and other contents contained in it, is provided as a convenience only and is not intended to be an official or conclusive statement of your Account. You agree to rely solely on the official Account statements delivered in the agreed format as the conclusive statements of your Account. Rogers Bank has no obligation to update or correct information on the Platform, provided that we deliver official Account statements to you pursuant to the terms of your Cardholder Agreement with Rogers Bank.
4. **Alerts.** Rogers Bank Alerts allow you to request and receive messages about your credit card account(s). You may receive alerts via email or text message. You understand that the text and email messages are not encrypted and may contain information about you and your credit card transactions. You are solely responsible for your mobile phone, including where you leave it, and for accessibility to your emails. Alerts are provided to you as a supplement, and not as a replacement to your monthly statement. Receipt of alerts may be delayed or prevented, and Rogers Bank will not be

liable to you for damages (including special, indirect or consequential damages) that may result if, for any reason, you are unable to receive an alert, or if the content of that alert is inaccurate. You must continue to review your monthly statement and to contact Rogers Bank if you think there is an error. Standard text message rates will apply to all text messages sent to your mobile phone. Depending on the text message service plan you have selected with your carrier, you may incur additional charges on your mobile bill. We may change Rogers Bank alerts and alert terms and conditions, in whole or in part, at any time without notice. Alert changes may include, but are not limited to, changes in content, frequency or timing.

5. **Supplementary Cards/Authorized User Accounts.** All Account information, including transaction information regarding purchases made with Primary and Authorized User credit cards for the same Account, will be made available by Rogers Bank ONLY to the primary cardholder that registers for the Platform.
6. **Electronic Statements.** Upon registering for the Platform, we will automatically enroll you into electronic statements (also referred to as “paperless” or “e-statements”) that can be accessed through the Platform. We will also send you an email notification each month when your monthly statements of Account has been posted. While you can retrieve electronic statements for up to 24 months on the Platform, you are responsible for retaining a copy of your electronic statement, if you require it. You are responsible for retaining a copy of your electronic statements.
7. **Consent to Receive Statements and Documents Electronically.** Upon registering for the Platform, we will automatically enroll you into electronic Statements (also referred to as “paperless” or “e-statements”) that can be accessed on the Platform.

You consent to receive Statements and Documents from us in electronic form on the Platform rather than in paper form. Your consent to receive Statements and Documents from us in electronic form takes effect on the date you registered for the Platform to receive Statements and Documents from us. However, you may still receive one or more paper Statements in the mail if a Statement is being processed at the time your consent is given to us. If you have chosen to receive Statements and Documents from us electronically, any documents sent by us to you electronically will be deemed, for legal purposes, to have been provided “in writing” and signed and delivered by us. To obtain Statements and Documents electronically, you must sign into the account management section of the Platform. Also, you must keep your email address up-to-date with us in order to receive Statements and Documents. The electronic delivery by us to you of Statements and Documents will begin on the next Statement date following the date you registered on the Platform to receive Statements and Documents from us. You may receive one more Statements in paper form if a Statement is presently being processed.

If we decide to, or if we are required to do so for any reason, we may provide you with paper Statements or Documents by mail at the last mailing address for you appearing on our records in addition to or instead of providing them to you electronically.

8. **Availability of Statements and Documents.** You will be able to view any Statement or Document posted on the Platform for 2 years from the posted date for that Statement or Document. You may also call us to receive information about any of your Statements or Documents generated in the 7-year period immediately preceding that 2-year period. After that time, those Statements and Documents will be

automatically deleted.

We will also send you an email notification each month when your Statements and Documents have been posted on the Platform. While you can retrieve Statements and Documents for up to 24 months on the Platform, you are responsible for retaining a copy of your Statements and Documents if you require them. You are also responsible for retaining a copy of your electronic Statements.

Upon your request, we will provide you with a paper copy of any Statement or a Document included with the Statement (except for marketing and promotional materials) delivered by us to you electronically in the past 7 years, subject to you paying any applicable fee to us.

All Statements and Documents made available by us to you on the Platform can be printed or saved by you at any time while they are still available for viewing on the Platform. Please remember that it is your responsibility to retain a copy of each Statement and Document by saving or printing a copy while it is still available for viewing on the Platform.

- 9. Review of Electronic Statements and Documents; Alerts.** It is your responsibility to review the Statements and Documents posted on the Platform on a regular basis, at least monthly, to determine if any Statement or Document has been provided to you.

You agree that it is your responsibility to access all Statements and Documents posted on the Platform. All Statements and Documents that we provide to you will be deemed to have been received by you on the day that we post those Statements and Documents on the Platform, even if you do not view or access any Statement or Document for any reason.

We are not responsible to you in any way for any losses, damages, liabilities, costs or expenses of any kind, including legal expenses, if we are delayed or prevented from providing any Statement or Document electronically to you for any reason, including due to an Internet failure, an inability to communicate with you electronically, or your Alert being lost, delayed, intercepted or altered, or if for any reason you fail to access or view any Statement or Document or you fail to pay any amounts (including any interest) owing on the Account.

- 10. Changing Your Delivery Option to Paper.** You may request to receive paper Statements in addition to receiving an email notification each month. To change how Statements are delivered to you, you must sign in to online banking on the Website to turn paper on and thereby receive future Statements in the mail. For Documents, you may print out a copy of those Documents by using the 'print' function of your software or you may request that we mail you a copy, for a fee, by contacting us at 1- 855-775-2265 (or collect at 1-705-522-7412 if you are outside Canada and the U.S.).

Your paper Statements will be mailed to the last mailing address for you appearing in our records. You may be provided with one more electronic notifications that your Statement is ready to review on the Platform if your request to change your delivery method occurs after the Statement processing date. You can subsequently change your delivery option to turn off paper statements by signing into the Website.

- 11. Providing Paper Statements and Documents; Your Mailing Address.** We reserve the right to provide you with a paper copy of your Statements and Documents by mail instead of or in addition to, providing them electronically for any reason, including if we determine it necessary to do so for any reason or if

we are unable to deliver the Statements or Documents electronically to you for any reason. You agree to continue to notify us of any change to your mailing address as you are required to do by your Account Agreement.

You agree that it is your responsibility to access all Statements and Documents.

12. **Technical Requirements and Data Use.** Statements and Documents delivered electronically may be presented to you as PDF files and may require you to have the necessary software installed on your computer. We do not own or operate, and are not responsible for, any software used by you.
13. **Restrictions on Use.** The Platform and all content provided on the Platform is protected by copyright, trademark, and other applicable intellectual property and proprietary rights laws, and is owned, controlled, and/or licensed by Rogers Bank and/or its affiliates and related companies. Nothing contained on the Platform should be considered as granting, by implication, estoppel, or otherwise, any license or right to use any trade-marks, logos, or other names, including, but not limited to, those identifying Rogers Bank and/or its affiliates and related companies or their respective products and services displayed on the Platform, without the expressed written consent of Rogers Bank or such third party that may own such trade- marks, logos and other names displayed on the Platform. You may view, print and save a copy of the pages on the Platform for your own personal use but may not modify, publish, transmit, transfer, sell, license, display, reproduce, create derivative works from or otherwise use or exploit any part of the Platform in any manner, including electronically reproducing the Platform by "uploading", "downloading" or "accessing" this Site onto the Internet or any other local or international computer system, without the prior written consent of Rogers Bank.
14. **Password.** You are solely responsible for maintaining the security of your Site identification, password and personal verification questions information (collectively, the "Password"). You agree not to disclose your Site Password to any other person and keep confidential. Rogers Bank is not responsible for the unauthorized use of the Services by any other person with your Site Password. Rogers Bank is under no obligation to confirm the actual identity or authority of anyone using your Site Password. If you enabled biometric information either, faceID or fingerprint recognition, as your Password to sign in to online or mobile bank account or any other biometrics information stored on your device will be able to access your online or mobile bank account. You are responsible to remove any other person's biometric information from your device prior to registering for online or mobile banking.
15. **Compromised Password.** If you suspect your Password or biometric ID is comprised (i) notify us immediately; (ii) replace your Password and (iii) delete all biometric information from your device. You are responsible for any losses that result from your own use of your Passwords. You are also responsible for any losses that result from any use by a third party of your Passwords, including , without limitation, use by a service provider that provides an online account aggregation service, which retrieves, consolidates and presents your Accounts for the sole purpose of allowing you to view your Accounts in one place, your Passwords.
16. **Privacy.** During your use of the Platform, you may voluntarily submit personal information and by using the Services to request your Account information you are asking Rogers Bank to provide you with your Account information. We are committed to ensuring responsible practices in our collection, use and disclosure of your personal information in accordance with applicable law and our Privacy

Notice. The terms and conditions of our Privacy Notice, as may be amended from time to time, are hereby incorporated by reference into and form a binding part of these Terms and Conditions.

17. **Indemnification.** To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Rogers Bank, its affiliates and related companies, and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of your use of the Platform.
18. **Modification or Termination of Service.** Rogers Bank reserves the right, in its sole discretion, to change, modify, restrict, suspend or terminate your access to all or any part of the Platform and/or the Services at any time for any reason without prior notice to you and without any liability to you for doing so.
19. **Changes to these Terms and Conditions.** Rogers Bank reserves the right, at any time, to modify, alter, or update these Terms and Conditions including the Privacy Notice incorporated by reference therein, and you agree to be bound by such modifications, alterations, or updates. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting on the Platform or by electronic or conventional mail. You agree to regularly review these Terms and Conditions and to inform yourself of such revisions. Your use of the Platform following any such change constitutes your agreement to follow and be bound by the terms as changed. If at any time these Terms and Conditions are no longer acceptable to you, please immediately cease all use of the Platform.
20. **Governing Law.** These Terms and Conditions and your use of the Platform 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 Account, your use of Site or these Terms and Conditions.

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