

Electronic Delivery of Statements and Documents

This Agreement is between you and Rogers Bank and applies to the electronic delivery of Statements and Documents for the Account.

1. DEFINITIONS

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

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

“Agreement” means this Consent and Agreement for Electronic Delivery of Statements and Documents, as amended from time to time.

“Alerts” means Statement 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 the request and authorization of the Primary Cardholder.

“Card” means a credit card or other device or technology issued by Roger Bank to a Cardholder under your Account.

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

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

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

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

“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.

“Website” means RogersBank.com or any other website operated by Rogers Bank.

2. CONSENT TO RECEIVE STATEMENTS AND DOCUMENTS ELECTRONICALLY

To obtain Statements and Documents electronically, you must sign into the account management section of the Website. The electronic delivery of Statements and Documents will begin on your next Statement date. You may receive one more Statement 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 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.

3. AVAILABILITY OF STATEMENTS AND DOCUMENTS

You will be able to view any Statement or Document included with the Statement on-line for 6 months from the posted date.

Upon request, we will provide a paper copy of any Statement or a Document included with the Statement delivered to you electronically in the past 7 years upon request, subject to the applicable fee.

4. REVIEW OF ELECTRONIC STATEMENTS; ALERTS

You are required to review your Statement and check that the information is accurate. If you disagree with any item on your Statement, you must contact us within 30 days of the Statement date. Otherwise, the Statement and our records will be considered to be accurate and you may not make a future claim against us regarding these items on the Account.

It is your responsibility to review the Statements and Documents posted on the Website on a regular basis, at least monthly, to determine if any Statement or Document has been provided to you.

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 your Account.

5. CHANGING YOUR DELIVERY OPTIONS

You may revoke your consent to receive Statements and Documents electronically and cancel this Agreement and the electronic delivery of Statements and Documents to you by notifying us through the Website.

When you revoke your consent and change your delivery option from "Online Only" to "By Mail and Online", your Statements and Documents will be mailed to the last mailing address for you appearing on

our records. You may be provided with one more electronic Statement or Document if your request to change your delivery method occurs after the Statement or Document processing date.

6. 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, even if you have chosen the "Online Only" delivery method for your Account.

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

7. NOTICES, CHANGES AND TERMINATION

We may change, cancel, suspend or terminate this Agreement with or without notice unless required by law to provide you with notice, for any reason, including if you are, or we consider you in default under this Agreement or your Account Agreement or in the event of a technical or security difficulty.

Any notice required under this Agreement, including a notice of change about this Agreement, may be provided by us through (i) your electronic Statement or Document, or (ii) by mail at your mailing address last appearing on our records.

If this Agreement is cancelled, suspended or terminated your Statements and Documents will be provided to you by mail at your last mailing address appearing in our records.

8. OTHER AGREEMENTS THAT APPLY

This Agreement does not replace, but is in addition to, any other agreements you have with us including your Account Agreement.

9. TECHNICAL REQUIREMENTS AND DATA USE

Statements and Documents delivered electronically may be presented 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.

10. GOVERNING LAW

This Agreement will be governed and interpreted in accordance with the laws of the province or territory in Canada in which you and the laws of Canada, as applicable.

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