

ROGERSBANK.COM WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE (THE "TERMS AND CONDITIONS") CAREFULLY BEFORE USING THE ROGERS BANK WEBSITE (THE "SITE"). BY USING THE SITE, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO MODIFY THE TERMS AND CONDITIONS AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED TERMS AND CONDITIONS. YOU AGREE TO REVIEW THE TERMS AND CONDITIONS PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED TERMS AND CONDITIONS.

1. Rights in the Site and Content

The Site and all content provided on the Site is protected by copyright, trade-mark, 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 Site 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 Site, 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 Site.

2. Use of Site and Content

2.1 No information or material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way whatsoever except that you may download one copy of the materials on any single computer, for your personal, non-commercial home use only, provided you keep intact all copyright and proprietary notices. You agree that you do not acquire any ownership rights in any downloaded content. You agree to abide by all copyright notices, information and restrictions contained in any content on the Site and any content accessed through the Site. You are hereby advised that Rogers Bank will aggressively enforce its intellectual property rights to the fullest extent permitted by law.

2.2 You will use the Site and any content, material, or information found on the Site solely for lawful purposes. You shall not upload to, distribute to, or otherwise disseminate through the Site any material or information of any kind that is libellous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services. You will be solely responsible for the content

of any material or information that you make available through the Site. You will also be liable for any loss or damage resulting, directly or indirectly, from your making any material or information available through the Site.

2.3 Rogers Bank has no obligation to, and does not and cannot review, every item of material or information that you and users other than yourself make available through the Site, and Rogers Bank is not responsible for any of this material or information. However, Rogers Bank reserves the right to monitor, delete and/or refuse to transmit, move, or edit any material or information, in whole or in part, without notice to you, that it deems in its sole discretion, unacceptable, undesirable or in violation of any law. Without limiting the generality of the foregoing, Rogers Bank reserves the right to restrict or prohibit the sending of unsolicited bulk or commercial messages or the sending of numerous copies of the same or substantially similar messages or very large messages to a recipient.

2.4 You hereby grant to Rogers Bank a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any and all material or information submitted by you to the Site and/or to incorporate it in other works regardless of form, medium or technology.

3. Disclaimer of Warranties & Limitation of Liability

3.1 THE INFORMATION CONTAINED ON THE SITE IS FOR INFORMATIONAL PURPOSES ONLY AND IT IS NOT INTENDED TO MEET ANY PARTICULAR USER'S NEED. DOCUMENTS PROVIDED ON THE SITE ARE PROVIDED AS A SERVICE ONLY, AND DO NOT CONSTITUTE OFFICIAL VERSIONS OF SUCH DOCUMENTS. THE SITE, AND ALL CONTENT, MATERIAL, INFORMATION OR POSTINGS FOUND ON OR ACCESSED THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" BASIS. ROGERS BANK, ITS AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY FOR ANY PARTICULAR PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE SITE OR THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SITE. NEITHER ROGERS BANK NOR ITS AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TIMELINESS, RELIABILITY, TRUTHFULNESS OR COMPLETENESS OF THE SITE OR THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, THE CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, OR POSTING FOUND ON THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY PRESS RELEASES OR FINANCIAL INFORMATION), ANY SERVICES PROVIDED THROUGH THE SITE, OR ANY

LINKS TO OTHER SITES MADE AVAILABLE ON THE SITE OR THE CONTENT CONTAINED ON SUCH SITE(S), OR AS TO THE CONTINUOUS OR ERROR FREE USE AND OPERATION OF THE INTERNET OR THE SITE. NEITHER ROGERS BANK NOR ITS AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES THAT THE SITE OR ACCESS TO AND USE OF THE SITE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK.

3.2 INFORMATION PROVIDED ON THE SITE MAY CONTAIN REFERENCES OR CROSS REFERENCES TO ROGERS BANK, ITS AFFILIATES AND RELATED COMPANIES' PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE IN YOUR LOCAL AREA AND ROGERS BANK, ITS AFFILIATES AND RELATED COMPANIES MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY OF SUCH PRODUCTS AND SERVICES IN YOUR LOCAL AREA AND SUCH REFERENCES DO NOT IMPLY THAT ROGERS BANK, ITS AFFILIATES AND RELATED COMPANIES INTEND TO PROVIDE SUCH PRODUCTS OR SERVICES IN YOUR LOCAL AREA. THE INCLUSION OF ANY INFORMATION, MATERIAL, CONTENT OR LINKS ON THE SITE SHOULD NOT BE CONSTRUED AS AN EXPRESS NOR AN IMPLIED ENDORSEMENT OF ANY THIRD PARTY PRODUCTS OR SERVICES.

3.3 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND FUNDAMENTAL BREACH SHALL ROGERS BANK OR ITS AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, OR POSTINGS ON THE SITE, DIRECTLY OR INDIRECTLY, OR THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION OVER THE INTERNET. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER ROGERS BANK NOR ITS AFFILIATES AND RELATED COMPANIES, NOR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU.

4. 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: (i) your breach of any provision of the Terms and Conditions; or (ii) your use of the Site, the content contained in the Site and the placement or transmission of any information

or other materials on the Site made by you or others using your account. You agree to promptly notify Rogers Bank immediately after you become aware of any unauthorized use of your account and to take such reasonable steps as are necessary to prevent any reoccurrence of such event. Rogers Bank reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will co-operate as fully as reasonably required in the defense of any claim.

5. Recourse

If you are dissatisfied with the Site or with the Terms and Conditions, your sole and exclusive remedy is to discontinue using the Site. In such an event, you agree to destroy all materials obtained by you on the Site and any and all other Site(s) and all copies thereof. The Terms and Conditions shall survive any such termination.

6. Miscellaneous Terms

Any disputes arising hereunder shall be governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario, or any other judicial district or jurisdiction as Rogers Bank may determine in any and all actions, disputes, or controversies relating hereto. The Terms and Conditions and any rules, policies, guidelines or other agreements posted on the Site by Rogers Bank constitute the entire agreement between Rogers Bank and you with respect to your use of the Site. Notwithstanding the foregoing, any products or services which you purchase through the Site shall be subject to all terms and conditions relating to such purchase provided to you from time to time including, without limitation, all terms and conditions posted on the Site and all terms and conditions delivered to you (in any manner or form) in connection with any products or services purchased. No waiver by either Rogers Bank or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provisions contained herein shall be determined to be void, invalid, or otherwise enforceable by a court of competent jurisdiction, such termination shall not affect the remaining provisions contained herein.

The parties have required that the Terms and Conditions and all documents relating thereto be drawn up in English.

TMRogers and associated names and logos are trademarks of Rogers Communications Inc. or an affiliate
© 2013