

ELECTRONIC COMMUNICATIONS AND DIGITAL SERVICES TERMS AND CONDITIONS

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Part A – General

1. **Scope.** These Terms and Conditions apply to your use of and access to the Platform. Subject to Section 2 below, these Terms and Conditions replace all previous agreements between you and us relating to your use of the Platform.
2. **Other Agreements.** These Terms and Conditions supplement any other agreements between you and us in relation to the Platform or the Services (the “**Other Agreements**”). The Other Agreements may include the Rogers Bank Credit Card Application Terms and Conditions, Rogers Bank Privacy Notice, the Rogers Bank Cardholder Agreement, the Rogers Mobile Application Privacy Policy and any other terms, conditions or disclaimers posted on the Platform.
3. **Definitions.** Capitalized terms used but not defined have the meanings set out in Part E of these Terms and Conditions.

Part B – Security and Access

4. **Confidential Credentials.** You are responsible for the security of the information you use to access the Platform. You agree to keep your Confidential Credentials safe by not sharing them with any other person and not letting anyone else use them. You should memorize your Confidential Credentials so that you do not have a written record of them. You must keep any records of your Confidential Credentials safe and in a secure location(s). You must ensure no one finds out what your Confidential Credentials are, including while you enter them to access the Platform.

You must select your Confidential Credentials so that they cannot be easily guessed or used by anyone else. For instance, you should not use your name, date of birth, telephone numbers, email address, mailing address or government issued identification numbers. You should not store another person’s biometric data such as fingerprints or facial recognition information on the Electronic Device you use to access the Platform. We are not responsible for the unauthorized use of your Platform by any other person. We are not responsible for confirming the actual identity or authority of anyone using the Platform to access your Services.

5. **Compromised Password.** If you suspect or find out your Confidential Credentials are lost or stolen, or believe that someone else knows or can use any of your Confidential Credentials, you must immediately notify us and change all of your Confidential Credentials. You can contact us at the number on the back of your Card.
6. **One-Time Verification Code.** If we send you a one-time verification code in relation to use of the Platform, you must not share it with anyone.
7. **Instructions.** You agree that we may rely on the information and instructions you provide to us in relation to your access to or use of the Platform as final. Your information or instructions may be electronic or by phone. You agree that we may make and keep a record of such information and instructions in any format. We may rely on such records in the event of a dispute. You agree that our records are accurate unless you provide proof that they are false or incomplete.

8. Declining Instructions. When using the Platform, you agree that we may decline to act on your instructions or decline to rely on the information you provide if we believe that: (i) such information or instructions are inaccurate, unclear, not authorized by you; or (ii) were provided in relation to any illegal, fraudulent or improper purpose. We are not liable to you for any Losses if we decline to act on your instructions or rely on the information you provide.

9. Privacy. You agree that we may collect, use and disclose your personal information from time to time as described in our Privacy Notice and the Rogers Mobile Application Privacy Policy, as applicable.

10. Termination and Change of Use. We may add, change or remove any part or feature of the Platform and the Services at any time, without giving notice to you. We may withdraw or change your access to the Platform or terminate these Terms and Conditions with you at any time without notice. If we withdraw your access to the Platform, your past use of the Platform will continue to be governed by these Terms and Conditions.

11. Availability. Some aspects of the Services, including Mobile Banking and certain Alerts, may not be available for all Card types.

12. No Warranties. Unless we explicitly tell you otherwise, you acknowledge that: (i) the Platform may not meet your requirements; (ii) the Platform and/or any communication from us may not be error free; (iii) your access to the Platform may be interrupted, delayed or defective from time to time; (iv) we may not be able to find or correct all inaccurate information, defects or deficiencies in or on the Platform; and (v) your transmissions on the Platform may be misdirected or intercepted.

13. Responsibility for Loss. We are not liable to you for any Losses that result from or relate to:

- a. your use of your Confidential Credentials and the Platform;
- b. your failure, delay or inability to access or use the Platform;
- c. a third party's use of or access to your Confidential Credentials or your Services via the Platform;
- d. your failure to keep your Confidential Credentials safe, confidential and accessible for your use;
- e. your failure to use the Platform in a safe and secure manner, including failing to use security measures on the Electronic Device you use to access the Platform such as up to date anti-virus software, anti-spyware software or firewalls;
- f. any entry error that you make when using the Platform, or any inaccurate information that you present to us while using the Platform;
- g. your failure to cooperate fully in the event we or any government authority needs to investigate any alleged fraudulent or unauthorized use of your Platform;
- h. mistakes, errors, omissions or inaccuracies in information presented to you on the Platform or in a communication we send to you;
- i. any delay, error, interruption or failure by us to perform or fulfill any of our obligations to you due to any cause beyond our control, or any Platform technical failures or malfunctions;

- j. your failure to receive or view a document on the Platform;
- k. your failure to receive or view an Alert; and
- l. suspension or termination of your access to the Platform by us in accordance with these Terms and Conditions.

Part C – Electronic Documents and Alerts

14. Consent to Electronic Documents.

- a. **Application.** This Section 14 applies to personal credit cards only.
- b. **Consent.** You agree that we may deliver documents and information electronically to you (“**Electronic Documents**”) including: (i) Account statements; (ii) notices of changes to your Account or your Card; (iii) notices of changes to your interest rate, fees, premiums or charges; (iv) amendments to these Terms and Conditions, the Other Agreements, or any other agreement between us and you; (v) product and customer service communications; and (vi) any other documents we are required by law to provide in writing.
- c. **Effectiveness of Consent.** Your consent for receipt of Electronic Documents takes effect immediately, but you may continue to receive paper documents for some time after. Your consent to Electronic Documents will replace all of your previous preferences, settings and agreements relating to our delivery of documents to you. Your consent to Electronic Documents applies to any other product you may have with us in the future.
- d. **Revoking Consent.** You may choose to receive all documents in paper at any time by contacting us at the number on the back of your Card. You may receive Electronic Documents for some time before your revocation is effective.

15. Delivery and Receipt of Electronic Documents

- a. **Delivery Method.** We may deliver your Electronic Documents by making them available on the Platform, on the Website, by notifications on your Electronic Device, by email or by text message.
- b. **Paper Delivery.** From time to time we will deliver paper documents to you at the mailing address you gave us. This may occur if any of the Electronic Documents are not available for electronic delivery or if we consider it appropriate for any reason.
- c. **Receipt.** You are deemed to have received an Electronic Document as of its time of delivery to you. For example, you are deemed to have received an Electronic Document when it is posted on the Platform, even if you do not access the Platform. You agree to access the Platform at least monthly to review any Electronic Documents delivered to you. We are not responsible for any Losses you may suffer if we do not deliver or are delayed in delivering any Electronic Document to you for any reason, including due to an internet failure, a failure related to your email or telephone provider, our inability to communicate with you, or your inability to access or use the Platform.
- d. **Records.** You must save copies of any Electronic Documents for your records. You will be able to access Electronic Documents on the Platform for up to two (2) years from their posted date. You may also contact us to obtain Electronic Documents that are no longer posted on the Platform for

up to seven (7) years from the date of delivery on the Platform. Applicable fees are set out in your disclosure summary.

- e. **Contact Information.** To ensure that you receive your documents, you are responsible for keeping our record of your email address, telephone number, mailing address or other information delivery address up to date. Standard rates may apply to text messages.

16. **Alerts.** You agree that we may send you communications by email, text message, push notification, messages on the Platform, or by any other electronic, telephone or other delivery method that we may use from time to time in relation to your use of the Platform, the Services and your Card (an “Alert”). You will be auto-enrolled into certain Alerts and must update your Alert preferences to receive others. You can manage your Alert preferences through the Platform or by calling us at the number on the back of your Card.

You acknowledge that Alerts may be delayed, not delivered, inaccurate, and that Alerts not delivered through the Platform (such as by email, telephone, text message, notification on your Electronic Device or another non-secure method) may be lost, intercepted, viewed or changed by others. We will not be liable to you for any Losses relating to your use or inability to use the Alerts, the accuracy of the Alerts, and the delivery or non-delivery of the Alerts.

At any time and without notice to you, we may stop delivering Alerts to you, or we may change the type, content and/or timing of the Alerts we deliver to you.

Part D – Other Provisions

17. **Restrictions on Use.** The Platform and its content are owned by us and protected by applicable intellectual property laws. You may view, print and save copies of pages on the Platform for your own personal use in relation to the Services. You may not alter, modify, adapt or translate any of part of or content on the Platform. You may not duplicate, copy, reverse engineer, disassemble, tamper with, publish, transmit, transfer, sell or otherwise use or exploit any part of the software components or content of the Platform. You may not access or try to access any confidential data of other users. You may not exploit or penetrate, or try to exploit or penetrate, the Platform’s security measures. If you fail to comply with any of the requirements in this section, you will be liable for any related Losses that we may suffer.

18. **Indemnification.** You will indemnify and hold us (and our affiliates, employees, consultants, agents, and third-party service providers, if applicable) harmless from any and all Losses arising from your breach of these Terms and Conditions and/or your use of the Platform.

19. **Changes.** We may change these Terms and Conditions at any time by giving you notice. We will notify you of a change to these Terms and Conditions in one or more of the following ways: (i) posting a notice on the Platform or the Website; (ii) sending you a notice by electronic or physical mail; (iii) posting an updated version of these Terms and Conditions on the Platform; (iv) including a notice in your Account statement; or (v) such other method(s) as we may permit. Your use of the Platform after we change the Terms and Conditions means that you agree to and accept these Terms and Conditions as amended. If you do not agree to any change to these Terms and Conditions, you must immediately stop using the Platform.

20. **Severability.** If any provision in these Terms and Conditions is illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. **Résidents du Québec seulement/Quebec Residents Only.** Les présentes Modalités ont été rédigées en anglais à votre demande expresse, après avoir pris connaissance de la version française. Vous consentez à ce que tous les documents futurs liés aux présentes Modalités, y compris les modifications, les relevés, et les communications relatives aux présentes Modalités, pourront être rédigés en anglais. These Terms and Conditions have been drafted in English at your express request, after having examined a French version thereof. You agree that any future documents related to these Terms and Conditions, including amendments, statements, and communications relating to the Agreement, may be provided in English.

22. **Governing Law.** These Terms and Conditions and your use of the Platform will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you live 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 live will have exclusive jurisdiction over any dispute relating to your use of the Platform or these Terms and Conditions. If you live outside of Canada, these Terms and Conditions will be governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada, as applicable.

Part E – Definitions

23. **Definitions.** In these Terms and Conditions, the following terms have the following meanings:

Account means any credit card account that you have with us.

Alert has the meaning set out in Section 16.

Card means a physical or mobile version of a credit card or other device or technology issued under an Account by us in accordance with the Rogers Bank Cardholder Agreement.

Confidential Credentials means your Password, username and/or your personal verification questions and answers which you use to access the Platform.

Electronic Device means any electronic device that you may use to access Online Banking or Mobile Banking, including a Mobile Device or computer.

Electronic Document has the meaning set out in Section 14(b).

including or **include** means including but not limited to.

Losses means any loss (including loss of profits, revenue, business opportunities, goodwill, or any other foreseeable or unforeseeable loss), expense, damages, delay, inconvenience, claims, fines, penalties, deficiencies, liabilities, costs and/or fees.

Mobile Banking means the Services as accessed through the Rogers Bank app (or any replacement app) for use on a Mobile Device.

Mobile Device means an internet-enabled smart phone, tablet or other wireless handheld mobile computing device that can access Mobile Banking.

Online Banking means the Services as accessed through the Website.

Other Agreements has the meaning set out in Section 2.

Password means each set of: (i) secret and confidential combination of numbers, symbols and/or letters; and/or (ii) biometric data such as fingerprints or facial features, which you selected and set up for the purpose of accessing our Services via the Platform and your Card.

Platform means the banking platform we make available to you via the internet to electronically access the Services, and includes Online Banking and/or Mobile Banking, as applicable.

Services means banking and Card management services we make available to you after you open an Account including to access your Account information, manage your Account and/or conduct transactions.

Terms and Conditions means these Electronic Communications and Digital Services Terms and Conditions, as amended, supplemented, modified or replaced from time to time.

You or **your** means the individual registered to use the Platform.

We, our or **us** means Rogers Bank.

Website means rogersbank.com or any other website operated by us and made available to you.

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