ROGERS bank

Rogers Bank Cardholder Agreement (Personal Cards)

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

Customer Care: 1 855 775-2265

Lost/Stolen/Fraud: 1 855 775-2265

The following information is effective **August 2026** and is subject to change. For current information, please call Customer Care at 1 855 775-2265.

ROGERS BANK CARDHOLDER AGREEMENT

This Agreement is between the Primary Cardholder and us and applies to the Account and to every Card, including mobile versions or renewal and replacement Cards that we may issue on the Account. This Agreement replaces any previous cardholder agreement provided by us to you in connection with the Account; however, the promises you made and consents you gave in your application for the Card continue to apply.

If you do any of the following, you are acknowledging you have received, understood and agreed to this Agreement:

- sign your Card
- use your Card
- have a Balance
- activate a Card
- access or make a payment on the Account.

Your Disclosure Summary is part of this Agreement. Additional terms and conditions regarding your Account or its use may be included in your application, your Welcome Kit, and any additional documents that we may provide to you from time to time. The Electronic Communications and Digital Services Terms and Conditions applies to your use of Rogers Bank online or mobile banking, including alerts. If there is a conflict between those additional terms and conditions and this Agreement, this Agreement will govern to the extent necessary to resolve the conflict. In this Agreement, we have used some defined terms, and we have provided the definitions below.

1. DEFINITIONS

"Account" means the credit card account that is opened and maintained by us 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 and your Disclosure Summary.

"Amount Due" means the new Balance, as shown on your current Statement, which is owing and includes Equal Payment Plan payments which are due, but does not include Equal Payment Plan balances that are not yet due.

"Authorized User" means a person to whom a Card has been issued on 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 the Account.

"Balance Transfer" means a cash advance transaction in which you borrow money on the Account to pay an outstanding balance on another credit card and thereby transfer the outstanding 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 us to a Cardholder on the Account.

"Cardholder" means the Primary Cardholder or an 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 the Account for Cash-like Transactions and Balance Transfers.

"Cash Limit" means the total amount of Cash Advances that may be outstanding on your Account, including interest accrued from Cash Advances.

"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, some online gift cards, prepaid cards, funding balances on digital wallets or payment platforms (including purchases made through such platforms), and gaming transactions (including betting, off-track betting, racetrack 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 disclosure document we provide you that sets out your annual interest rates, fees and certain other information regarding your Account.

"Equal Payment Plan" means a payment plan under which you have agreed to make consecutive equal payments (including interest, where applicable) on an eligible Purchase or other eligible Transaction over a fixed period of time.

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

"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 the personal identification number that you have selected which can be used together with your Card to make a Transaction.

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

"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 us concerning the protection of information about identifiable individuals.

"Purchase" means any Transaction other than a Cash Advance.

"Required Payment" means any past due amounts shown on a Statement plus the greater of: (a) $10.00 PLUS current interest (excluding interest on Equal Payment Plans) and any other Fees; OR (b) 2% of your Statement Balance, excluding any Equal Payment Plan balance (or 5% of your Statement Balance, excluding any Equal Payment Plan balance, if you are resident in Quebec).

"Statement" means a monthly statement of account issued to you by us in accordance with this Agreement.

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

"We", "our" and "us" means Rogers Bank.

"Welcome Kit" means the package that the Primary Cardholder will receive from us with the first Card that is issued to the Primary Cardholder.

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

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 paying for Purchases and obtaining Cash Advances.

When any Cardholder makes a Transaction using the Account, we are lending the Primary Cardholder the amount required for the Transaction. The Primary Cardholder authorizes us to charge that amount to the Account and promises to pay us 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, and for any applicable Fees, insurance or other premiums or interest. The Primary Cardholder is solely responsible for and must repay us the Balance owing on the 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 the 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 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 their Card to someone or allows someone else to use their Card or the Account number, the Primary Cardholder will be responsible for any amounts charged to the Account by that person, even if you intended to limit that person's use of the Card or the 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 charged to the Account, including the amounts incurred by them.

The Primary Cardholder provides their 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 the Account. For greater certainty, this also means that we are permitted, but not obligated, to provide any Authorized User online access to the 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 the 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.

The Primary Cardholder must sign any Card in the Primary Cardholder's name that has a signature panel as soon as they receive it and must also ensure that each Authorized User signs any Card in the Authorized User's name that has a signature panel as soon as they receive it. In any case, the Primary Cardholder agrees to pay all debts incurred on the Account, even if those debts are incurred: (i) prior to the activation of the Account; (ii) after the expiry of any Card; (iii) after the cancellation or suspension of Account access; (iv) after the closure of the Account; or (v) after the termination of this Agreement.

You agree that you will use your Card and the Account for personal, family or household purposes only and not for any other purpose, including for business or commercial purposes.

Your Card and the 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 the Account from being used for certain types of transactions as determined by us and without notice to you.

All Cards are our property and must be returned to us on our request.

3. YOUR PERSONAL IDENTIFICATION NUMBER AND OTHER SECURITY CODES

We will advise you about 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 personal 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 the 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 what your PIN or other security codes are, including while you key-in your PIN at an automated banking machine or any other device. You must not share your PIN or any other security codes with anyone else.

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 the Account have been authorized by you until you inform us otherwise.

You must inform us immediately about any actual or suspected loss, theft or unauthorized use of any Card, PIN, other security codes or Account information for the 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 that we consider necessary to recover any affected Card and, additionally, may report the loss, theft or unauthorized use to the appropriate authorities.

In general, the Primary Cardholder's maximum liability for the loss, theft or unauthorized use of any Card, PIN, security code or Account information for the Account is $50 unless you have demonstrated gross negligence or, in Quebec, gross fault, in safeguarding those Cards, PINs, security codes or Account information for the Account. If you report to us that your Card, a PIN or security code or any Account information for the Account has been lost or stolen or is otherwise at risk of being used in an unauthorized manner, the Primary Cardholder will not be liable for any unauthorized use of the Card, a PIN or security code or any Account information for the Account by someone else after the report is received by us.

You agree to cooperate and help with any investigation that we initiate into the loss, theft, or unauthorized use (or risk thereof) of any Card, PIN, security code or Account information for the Account that you report to us before we will consider reimbursing you for any losses. This cooperation may include filing a report with the applicable authorities.

5. YOUR CREDIT LIMIT

Your initial credit limit is set out in your Disclosure Summary.

Your current credit limit will also be set out on each Statement. Your credit limit is the maximum dollar amount of debt that can remain outstanding in your Account at any time. We will also set a Cash Limit on your Account. Your credit limit and Cash Limit apply to your Account, not individual Cards. We may decrease your credit limit and/or Cash Limit at any time without prior notice. We may approve credit limit increase requests by the Primary Cardholder at our discretion.

We may at our discretion approve Transactions that cause your Balance to exceed your credit limit. This does not mean that your credit limit has changed. The Primary Cardholder is fully responsible for the Account, including if your Balance goes over your credit limit. We are not required to allow you to exceed your credit limit, even if we have done so in the past. Over limit fees that apply when you go over your credit limit are set out in your Disclosure Summary.

Your available credit may be reduced by Transactions that we have authorized but have not yet posted to your Account or by pre-authorization requests or "holds" for certain Transactions such as hotel or rental car reservations. If you exceed your credit limit solely as a result of holds placed on your Account, no over limit fee will apply.

6. MONTHLY STATEMENTS

We will send you a Statement for each Statement period, except we will not send you a Statement for a Statement period during which there have been no advances or payments on the Account and: (i) there is no outstanding Account Balance at the end of the Statement period; or (ii) you have received notice from us that this Agreement has been terminated or that your Account access has been suspended or cancelled by us due to default and we have demanded payment of the outstanding Balance. Unless you are resident in Quebec, we may not send you a Statement for a Statement period if the Account has an outstanding Account Balance of less than $10.00 on the last day of that Statement period, there has been no activity on the Account (including Transactions or payments) during that Statement period and no interest or Fees are being incurred on the Account, in which case we may provide you with a Statement on a quarterly basis. We will only 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 each Statement and check that the information about your Purchases, Cash Advances, interest charges and Fees is accurate. If you disagree with any item shown on a Statement, you agree to contact us within 30 days of the last day of the Statement period for that Statement. Please see Section 29 "Contacting Us" for our contact information. Otherwise, each Statement and our records will be considered to be accurate, complete and binding on you. However, we may at any time remove from the Account any credits which have been posted in error.

7. PAYMENTS

You may pay the 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 greater of the Required Payment or the minimum payment by the payment due date each month. You are responsible for ensuring the payment is received and applied to the 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 the 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.

Your Disclosure Summary describes how your minimum payment is calculated.

If your Amount Due is not paid in full by the payment due date, you must then pay interest on all Purchases and Fees (including, for greater clarity, on 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 Required 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

When we receive a payment, we will apply the payment as set out below. If you accept a special offer that provides for a different way of applying your payments, the terms and conditions of that offer will apply instead.

8.1 **For residents outside Quebec.**

(a) First, we will apply your payments to your minimum payment, in the following order:
   (i) Equal Payment Plan payments (including interest),
   (ii) billed interest (excluding interest on Equal Payment Plans),
   (iii) billed Fees (including insurance or other premiums),
   (iv) billed Transactions, and
   (v) unbilled amounts.

(b) Second, if we receive more than your minimum payment, we will apply the rest of your payment to your remaining Amount Due as follows:
   (i) we will divide your remaining Amount Due into different buckets. All items within a bucket will have the same interest rate. For example, all items with a 21.99% interest rate will be put in one bucket and all items with a 22.99% interest rate will be put in a different bucket.
   (ii) we will allocate the rest of your payment among each bucket in the same proportion as each bucket makes up of the total remaining Amount Due. For example, if the remainder of your Amount Due is made up of 60% of items with a 21.99% interest rate, we will allocate 60% of the rest of your payment to this bucket.

(c) Third, if you pay more than your Amount Due, we will apply it in the following order:
   (i) to your unbilled Balance (except Equal Payment Plan payments that are not yet due), using a method consistent with (b), above,
   (ii) to your Equal Payment Plan payments that are not yet due (if any), using a method consistent with (b), above, and
   (iii) credit balances are applied to unbilled items in the order they are posted to your Account.

8.2 **For Quebec residents.**

(a) First, we will apply your payments to your minimum payment:
   (i) **If you do not have any Equal Payment Plan:** We will apply your payment first to your balances with the highest interest rate, then to your balances with the next highest interest rate, and so on in descending order.
   (ii) **If you have any Equal Payment Plans:** We will apply your payment to your minimum payment excluding any Equal Payment Plan payments due (including interest), as set out at (i) above. Then we will apply it to any Equal Payment Plan payments due (including interest), beginning with your balances with the highest interest rate, and so on in descending order.

(b) Second, if we receive more than your minimum payment, we will apply the rest of your payment to your remaining Amount Due. It will be applied beginning with your balances with the highest interest rate, and so on in descending order.

(c) Third, if you pay more than your Amount Due, we will apply it in the following order:
   (i) to your unbilled Balance (except Equal Payment Plan payments that are not yet due), beginning with your balances with the highest interest rate, and so on in descending order, and
   (ii) to any Equal Payment Plan payments that are not yet due, beginning with your balances with the highest interest rate, and so on in descending order.

(d) Fourth, credit balances are applied to unbilled items in the order they are posted to your Account.

9. INTEREST RATES AND GRACE PERIODS

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. Different rates of interest may apply to different types of Transactions. If you have balances on the Account at different annual interest rates (such as Purchases, Cash Advances, Balance Transfers, or Purchases converted to an Equal Payment Plan), we will calculate interest in the manner set out below. Interest is added to the Account at the end of each Statement period. Interest is charged on unpaid interest.

How we calculate interest (except Equal Payment Plans)

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 the Account Balance at the end of the Statement period.

Interest on Equal Payment Plans

If you choose to convert an eligible Purchase into an Equal Payment Plan, interest will be charged on the outstanding balance of that Equal Payment Plan at the annual interest rate you agreed to in the special offer terms and conditions that apply to that Equal Payment Plan. Your Statement will show the monthly payment (which includes projected interest) for each Purchase that has been converted to an Equal Payment Plan. If your Equal Payment Plan is terminated for any reason, the outstanding balance of that Equal Payment Plan will then form part of the Purchase balance for the Account and the regular annual interest rate for Purchases on the Account will then apply to the outstanding balance of that Equal Payment Plan.

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 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 Statement. If your Amount Due is paid in full by the payment due date shown on your Statement, there will be no interest for the new Purchases and Fees (excluding any new Purchases converted to an Equal Payment Plan). If you do not pay your Amount Due in full by the payment due date, you must pay interest on the new Purchases and Fees (excluding any new Purchases converted to an Equal Payment Plan) retroactively from their Transaction date until we process your payment in full for those Purchases and Fees. Your next Statement will include interest accrued on those Purchases and Fees from their Transaction date.

Interest free grace period on Equal Payment Plans

If you chose to convert an eligible Purchase into an Equal Payment Plan, and we subsequently receive payment in full of the outstanding Balance (including the Equal Payment Plan amount) by the payment due date shown on the first Statement on which your Equal Payment Plan appears, there will be no interest charged on that Purchase converted into an Equal Payment Plan.

Interest on Cash Advances

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 until the date the Amount Due is paid in full.

Increase in Interest Rates

If you do not make your Required Payment by the payment due date shown on your Statement any two times in a 12-month period, the standard rates applicable to the Account may, at our sole discretion, increase to the increased interest rates disclosed in the Disclosure Summary, and the increased interest rates will then apply to the unpaid Balance (other than the Equal Payment Plan balances which are not yet due) on the Account.

Please remember that if we do not receive payment in full for a monthly Equal Payment Plan payment shown on your Statement by the payment due date, the outstanding balance of that monthly Equal Payment Plan will then form part of the Purchase balance for the Account and the regular annual interest rate for Purchases on the Account will then apply to that payment amount. Please see the terms and conditions applicable to your Equal Payment Plan for other consequences of us not receiving payment in full of a monthly Equal Payment Plan payment shown on your Statement by the payment due date, including a possible loss of the Equal Payment Plan.

10. FEES

The Fees that apply to the 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 in the manner described in Section 18 “Changes to 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 the 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 the Account while you are resolving the problem directly with the merchant. If you are expecting a merchant to apply a credit to the Account, then please monitor the 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 the Account accruing interest at different interest 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 the 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 AND OTHER CARD BENEFITS AND SERVICES

We may offer you special services or benefits with your Card. This may include insurance coverage, rewards programs and memberships. Some of these services and benefits are features of your Card and are described in your Welcome Kit and, in the case of insurance, in the insurance certificate. There may also be other optional services that you may enroll in or purchase separately. You agree to the additional terms and conditions that apply to card services and benefits, which may change from time to time. Additional services and benefits may be changed or cancelled at any time without notice. Some services and benefits may be supplied by third parties. We are not liable for any services or benefits that we do not directly supply, including third party loyalty programs. You must deal directly with the third party regarding any dispute.

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. A special offer may be for a limited period and will contain additional terms and conditions. We will explain the terms and conditions of these special 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 special offer. Once the special offer expires, all of the terms and conditions of this Agreement will once again apply.

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 under the Canada Deposit Insurance Corporation Act.

15. FOREIGN CURRENCY CONVERSION

Transactions on the 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 the Account (which may not be the same date as the date of the Transaction). The rate that applies to amounts charged to the Account ("debits") may be different than the rate that applies to amounts credited to the 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 the Account for the Purchase may be different (and could be higher) than the Canadian Dollar amount credited to the Account for the Purchase return. We will also charge you the foreign currency conversion fee as set out in the Disclosure Summary. We will not refund any part of a foreign currency conversion fee on Purchase returns.

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 Required Payment by the payment due date shown on your Statement any two times in a 12-month period, the standard rates applicable to the Account may, at our sole discretion, increase to the increased interest rates disclosed in the Disclosure Summary, and the increased interest rates will then apply to the unpaid Balance (other than the Equal Payment Plan balances which are not yet due) on the Account.

You will be considered to be in default of this Agreement if:

(a) you do not make your Required Payment by the payment due date any two times in a 12-month period;

(b) you or any Authorized User on the Account does not comply with any term or condition of this Agreement;

(c) you provide any incorrect or misleading information in any application for a Card;

(d) you become bankrupt or insolvent; or

(e) 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 Cardholders who are 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, 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 or facilities you have with us and use it to pay the amount that you owe us, all 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) that 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 by 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 to this Agreement 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 the Account without cost, penalty or cancellation indemnity by notifying us prior to the effective date of the change. If you use or keep the 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 with 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. You should also notify us 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 to us in applying those terms and conditions of this Agreement. You represent that the address you have provided to us is your correct and current address.

20. TERMINATION OF THIS AGREEMENT OR CANCELLATION/SUSPENSION OF ACCOUNT ACCESS

The Primary Cardholder may terminate this Agreement at any time by contacting us and requesting that we close the Account. We may require that the Primary Cardholder provide us with written notice of their request to have the Account closed. When we receive the Primary Cardholder's request to have the Account closed, we will close the Account and cancel all of the Cards issued on the Account, but the termination of this Agreement will only take effect when you have repaid the Balance of the Account to us. Also, we may require that you return all Cards issued on the Account to us.

Unless otherwise required by applicable law, we may terminate this Agreement or cancel or suspend access to the Account at any time with or without a reason and without telling you in advance. If we terminate this Agreement or cancel or suspend access to the Account, you must pay the Balance of the Account to us, stop using all Cards issued on the Account and return all Cards to us. We may deduct any amounts owing on the Account from any other account you have with us and use them to pay the Balance of the Account, without notice to you.

Even if we or the Primary Cardholder have terminated this Agreement or we have cancelled or suspended access to the Account, the Primary Cardholder will continue to be responsible for paying the full Balance on the Account to us, including the amount of any Transactions authorized before the termination of this Agreement or before the Account access cancellation or suspension occurs and the amount of any Fees, interest and other increases to the Balance which are posted to the Account after the termination of the this Agreement or after the Account access cancellation or suspension occurs. 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 preauthorized payment Transactions you wish to be charged to the Account, including advising a merchant if your Card number or Card expiry date changes. We are not liable if any pre-authorized payment Transactions cannot be posted to the Account and you are still liable to the merchant for those Transactions. If you want to stop any pre-authorized payment Transactions, you must contact the merchant first and then verify that they have followed your instructions. After you have contacted the merchant to cancel your preauthorized payment arrangements, you can contact us for further assistance if you need it.

Certain merchants may register with Mastercard Worldwide Inc. to receive automatic updates regarding the Account such as changes to the Account number, Card expiry date and the status of the 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 continue to 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 related Account correspondence 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. Similarly, we may rely upon any instructions that we receive electronically which we believe have been provided by you (the Primary Cardholder) to us, such as electronic requests for changes to your credit limit.

We will automatically send you an electronic alert when your available credit falls below $100 (or such other amount that you set through your alert preferences). We will not send you an alert if you have not provided your contact information or you opt out of receiving alerts. Where we make text message available as an alert delivery method, you will receive such alerts only if you have provided a Canadian mobile number and have not opted out of text message alerts.

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 between you and us, you agree that the courts in the province or territory where you reside (or of Ontario, if you reside outside Canada) will have exclusive jurisdiction over any dispute arising in connection with your Card, the 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, the 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 the Account, even if we knew that damage was likely or that 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, including the Account. If an affiliate and/or a service provider cannot or will not process any Transaction in connection with the 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 the 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

Résidents du Québec seulement/Quebec residents only: La présent Entente a été rédigée en anglais à votre demande expresse, après avoir pris connaissance de la version française. Vous consentez à ce que tous les documents futurs liés à l'Entente, y compris les modifications, les relevés, et les communications relatives à l'Entente, pourront être rédigés en anglais. This Agreement has been drafted in English at your express request, after having examined a French version thereof. You agree that any future documents related to the Agreement, including amendments, statements, and communications relating to the Agreement, may be provided in English.

28. PRIVACY AND PERSONAL INFORMATION

Personal information about you is collected, used and disclosed in accordance with the Rogers Privacy Notice and applicable privacy laws and regulations. As described in the Rogers Privacy Notice, Personal Information, including your credit and related financial information, may be shared with Rogers Communications Inc. and its 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 about you, verifying your current and ongoing creditworthiness and other information you have given to us and providing credit information to potential creditors, credit bureaus, and credit reporting agencies.

Since we use service providers in the United States of America and other countries to provide and store personal information, disclosure of your Personal Information may be subject to disclosure under the laws of the United States of America and other jurisdictions, as applicable. If we suspect there is fraud on the Account, we may communicate with any Cardholder by telephone, mail, email, SMS text message or any other electronic communication method in respect of this suspected fraud.

29. CONTACTING US

If you have any questions, comments or concerns about the Account, you may 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

Please refer to our Complaint Resolution procedures that you received with your Card. You may also obtain a copy by:

(a) visiting our website, rogersbank.com/legal, and downloading a PDF copy of the procedures; or

(b) calling us at the number shown on the back of your Card or sending us a request for a copy of the procedures at the mailing address shown in Section 29 "Contacting Us".

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