

ONLINE SERVICES TERMS AND CONDITIONS

The Rogers Bank Online Credit Care website (this "Site") provides online card management services for your Rogers Bank credit card (the "Services") subject to the following terms and conditions of use and our Privacy Policy (collectively "Terms and Conditions"). **PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY CAREFULLY BEFORE USING THE SITE. BY ACCESSING OR USING THIS SITE 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 this Site. If you do not agree to these Terms and Conditions, please do not use this Site. Your continued access or use of this Site will mean that you agree to these Terms and Conditions and any subsequent changes that may be posted to this Site.

1. **Online Services.** We provide the Services on this Site to give you online access to your Rogers Bank credit card (each an "Account"), Account history and other Account information. This Site is established solely for the display, printing and downloading 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.).

2. **Online Information Accuracy.** This Site, 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 that are mailed, emailed or otherwise delivered to you as the conclusive statements of your Account. Rogers Bank has no obligation to update or correct information on this Site, provided that we deliver official Account statements to you by mail, email or other agreed form of delivery pursuant to the terms of your Cardholder Agreement with Rogers Bank.

3. **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 Site.

4. **Electronic Statements.** Upon registration for the Site, we will automatically send you email notifications alerting you that your monthly statements of Account have been posted. If you not want to receive email notification of statements or other marketing promotions, please contact us at 1-855-775-2265 (or collect at 1-705-522-7412 if you are outside Canada and the U.S.).

5. **Restrictions on Use.** The Site and all content provided on the Site 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 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. You may view, print and save a copy of the pages on this Site for your own personal use but may not modify, publish, transmit, transfer, sell, licence, display, reproduce, create derivative works from or otherwise use or exploit any part of this Site in any manner, including electronically reproducing this Site 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.

6. Security. You are solely responsible for maintaining the security of your Site identification and password. You agree not to disclose your Site identification and password to any other person, and Rogers Bank is not responsible for the unauthorized use of the Services by any other person with your Site identification and password. Rogers Bank is under no obligation to confirm the actual identity or authority of anyone using your Site identification and password.

7. Privacy. During your use of this Site, 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 Policy. The terms and conditions of our Privacy Policy, as may be amended from time to time, are hereby incorporated by reference into and form a binding part of these Terms and Conditions.

8. 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 this Site and/or the Services at any time for any reason without prior notice to you and without any liability to you for doing so.

9. 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 Site.

10. 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 Policy 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 Site 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 this Site 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 this Site.

11. Governing Law. These Terms and Conditions and your use of this Site 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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