

# AMERICAN EXPRESS TERMS OF USE FOR AMEX PAY

Last Modified: November 2016

By activating Amex Pay you agree to the Amex Pay Terms in the End User License Agreement

Please read these Terms of Use (“Terms”) carefully. By creating, activating or using any eligible American Express® Cards (“Card”) in Amex Pay within the American Express Android Mobile application (“Amex Pay”) offered by American Express:

- you agree to these Terms;
- you consent to the collection and use of your personal information by Amex Bank of Canada (we, us and our) to verify your identity, to enable you to use your eligible Card in Amex Pay, to manage fraud and security risk, and to facilitate your participation in Amex Pay. To learn more, see Privacy and Security;
- you consent to receive electronic communications and messages from us such as e-mails, messages through your eligible Android Device (for example push mobile notifications). To learn more, see Privacy and Security;
- you agree to take reasonable measures to protect access to your device and payment information stored on the device. For more information, please see Privacy & Security; and
- you agree that your eligible Android device, your wireless carrier and other third party services or websites may have their own terms and conditions and privacy policies (“Third Party Agreements”) and you are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites. To learn more, see Third Party Agreements and Support.

If you do not agree to these Terms, if you do not consent to the use and sharing of your personal information, or if you do not consent to receive electronic messages from us, you must not create, activate or use your Card in Amex Pay. To learn more, see Privacy and Security.

The following Terms govern the use of your Card in Amex Pay or related Amex Pay features or services (collectively, “Amex Pay”) available on eligible Android devices offered by various manufacturers from time to time (“Eligible Android Devices”). They apply to you and any use of your Card in Amex Pay. In addition to these Terms, your use of Amex Pay to purchase goods and services using your Card is still governed by the applicable Cardmember Agreement for your Card used in Amex

Pay. You can call the American Express number on the back of your Card to request a copy of the applicable Cardmember Agreement. Please refer to your Cardmember Agreement for any terms that are not defined in these Terms.

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### 1. PRIVACY AND SECURITY

#### Privacy

When activating your Card in Amex Pay, we collect certain information (such as your name and card information) to verify your identity, to enable you to use your Card in Amex Pay, to manage fraud and security risk, and to facilitate your participation in Amex Pay. By activating or using your Card in Amex Pay, you consent to the collection, use and sharing of your information for these purposes and in accordance with our Privacy Code and Online Privacy Statement, which may be updated from time to time.

To facilitate your participation we may make certain account information related to your Card available for display including your most recent transaction data or if your Card has been cancelled or suspended. However, we will not display your full Card account number.

You agree that we may also periodically collect and use technical data and related information such as technical information about your Eligible Android Device (for example, the version of your Eligible Android Device) or IP address to manage fraud and security risks.

By activating or using your Card in Amex Pay, you consent to receive certain messages from American Express about the use of your Card in Amex Pay such as activation information:

- on your Eligible Android Device (i.e., SMS, MMS),

- notices and other communications by mail, or e-mail to the e-mail address we have on file for your Card account,
- push notifications within your Eligible Android Device.

To update the contact information we have on file for you, please access your American Express online account or call the number on the back of your Card.

## Security

Call us immediately at the number on the back of your Card if you believe your Eligible Android Device or your access credentials have been lost, compromised or stolen or someone has used or may use your Eligible Android Device or your access credentials without your authorization. You should also change your access credentials immediately to avoid any unauthorized use of your Card or your personal information. If you get a new Eligible Android Device, please be sure to deactivate all your Cards and other personal information from your prior Eligible Android Device. To be able to activate Amex Pay on your new Eligible Android Device you will be required to deactivate your Card from your old Eligible Android Device.

Amex Pay and your Eligible Android Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Cards in Amex Pay, such as a Device Lock functionality. The Device Lock will be required, for Amex Pay to be available for use. You agree not to disable any of these security features and to use these security features and procedures to safeguard your Card. If Device Lock is removed or changed to an unsupported method, all activated Cards in Amex Pay will be deactivated.

Any person who has a fingerprint registered to your Eligible Android Device (if applicable) will be able to access your default Card in Amex Pay and you may wish to review who has access to your Eligible Android Device. We do not have access to your fingerprint data.

You are responsible for maintaining the confidentiality of your American Express user ID, your Eligible Android Device Lock and any other methods you may have to access your Card in Amex Pay. If you share these access credentials with any other person, they may be able to use your Card in Amex Pay and get access to your personal and payment information available through the Amex Pay. You should keep your Eligible Android Device and these access credentials secure in the same manner as you would keep your cash, cheques, credit cards, and other personal identification numbers and passwords. Do not give anyone else your PIN, Pattern, Password or let them add their fingerprint to your device while your Card is activated

to Amex Pay, as this will allow them to authorize transactions on your Card with Amex Pay. Pursuant to your Cardmember Agreement you are responsible for all transactions made using your Card in Amex Pay. In the unfortunate event of a fraudulent transaction on your Card account, please refer to our [Fraud Protection Guarantee](#).

## 2. ELIGIBILITY

You must have the authority and capacity to accept these Terms as a Cardmember (including any basic or supplementary Cardmember).

Subject to the limitations in Section 7 below, you may use an eligible American Express credit or charge Card that is not cancelled or suspended and that is issued to you by Amex Bank of Canada. Prepaid cards and products (such as the American Express Gift Card) as well as Corporate Purchasing Cards, Global Dollar Cards and Corporate Meeting Cards are not eligible for Amex Pay. These terms do not apply to American Express-branded card or account number issued by other financial institutions.

You must have an active Online Services User ID. You can only set-up one Online Services account on each Eligible Android device. An eligible Card cannot be added to more than one Eligible Android Device.

Please see “Privacy and Security” above.

## 3. USE OF YOUR CARD IN AMEX PAY

Amex Pay enables you to create virtual representations of your Card (“Device Card Number”) on your Eligible Android Device that you can use to make payments at merchants’ point-of-sale terminals or readers that accept contactless payments using Amex Pay (instead of presenting your physical Card). You agree to use your Card only with an Eligible Android Device properly equipped with Amex Pay and to comply with all terms and conditions applicable to Amex Pay.

When you activate your Card to use with Amex Pay, certain account information for your Card will be transmitted to, and stored within your Eligible Android Device, to facilitate your participation in Amex Pay. By selecting a default Card and placing your Eligible Android Device near a merchant’s point-of-sale terminal who accepts American Express contactless payments, you are authorizing the payment for the merchant’s products or services with that Card using Amex Pay. To complete transactions above a certain dollar amount, merchants may require presentation of your physical Card or other form of identification to authenticate your identity. Once

activated in Amex Pay, your Card may work even if you do not have wireless service. There is a limit of five authentications/transactions during a period without internet access, after which your phone will need an internet connection to make additional authorizations. You will also need an active internet connection to activate Amex Pay or add an additional Card.

All transactions made with your physical Card and your Device Card Number will show within your transaction history when you log into your American Express online account or view your transaction history within the American Express App.

Purchases or other transactions you make with your Card in Amex Pay (or any problem arising with the product or service purchased through use of the Card in Amex Pay) are governed by the Cardmember Agreement for the Card used.

#### 4. LANGUAGE

The Card art, Card names and our communications, such as electronic messages, e-mails, notices and other documents from us will be presented to you in the language you have indicated to us.

Communications within Amex Pay, including these Terms, will be presented to you in the language you have selected in the user preferences of your Eligible Android Device and may be different from the language preference you have indicated to American Express. If you would like the communications within Amex Pay to be presented in a different language you will need to change the user preferences of your Eligible Android Device.

#### 5. THIRD PARTY AGREEMENTS AND SUPPORT

These Terms only address the terms and conditions that apply to your use of your Card in Amex Pay. Your device manufacturer, your wireless carrier, and other third party websites or services have their own Third Party Agreements and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third party's products or services. It is your responsibility to read and understand the Third Party Agreements before creating, activating or using your Card in Amex Pay.

We are not responsible for, and do not provide, any support or assistance for any third party hardware. Please contact your Eligible Android Device manufacturer. Minimum software and hardware requirements for Amex Pay include Eligible

Android Devices that support near field communication (NFC) and are operating on the Android operating system of KitKat 4.4 or higher.

If you have any questions or issues with a third party product or service, including issues related to the operation of your Eligible Android Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Amex Pay, please contact American Express Customer Care by calling the number on the back of your Card

## 6. CHARGES

We do not currently charge a fee for activating and using your Card in Amex Pay. However, third parties or Third Party Agreements may contemplate fees, limitations and restrictions which might affect the use of your Card (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with any associated limitations and restrictions.

## 7. SUSPENSION; CANCELLATION

We reserve the right for any reason to discontinue offering or supporting any Card in Amex Pay or to not participate in Amex Pay. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate the use of your Card in Amex Pay at any time without notice and for any reason, including if you violate these Terms or your Cardmember Agreement, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any block, restriction, suspension, cancellation or termination of the use of your Card in Amex Pay.

American Express may disqualify a Card or discontinue providing any services to any individual suspected of violating these Terms or any Third Party Agreements related to Amex Pay in its sole and absolute discretion. You agree to not deliberately interfere, interrupt, modify, audit, assess, re-engineer, undermine the legitimate operation of or damage any aspect of your Card in Amex Pay You may deactivate one or more of your Cards from Amex Pay at any time by pressing the "Amex Pay" option and selecting the "Deactivate Card" button in Amex Pay or by calling the number on the back of your Card.

## 8. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

Access, use and maintenance of a Card in Amex Pay depend on the networks of wireless carriers, which American Express does not operate nor control. We are not responsible for any circumstances that interrupt, prevent or affect the functioning of your Card in Amex Pay. We are not responsible for your Eligible Android Device or the software and hardware it contains, or any wireless service used to access, use or maintain your Card in Amex Pay.

We are not responsible to you for any costs, damages or expenses arising from these Terms. This Section 8 shall survive any termination of these Terms.

**9. LICENSE FOR THE USE OF YOUR CARD IN AMEX PAY** You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use your Card on your Eligible Android Device solely in accordance with these Terms. This license is made available as permitted by any applicable Third Party Agreements. Such license does not allow you to use your Card on any device that you do not own or control (or for which you do not have authorization to install or run Amex Pay or your Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make your Card available over a network where it could be used by multiple devices at the same time.

Certain software that American Express uses to provide your Card has been licensed from third parties (each a "Third Party Licensor") that are not affiliated with American Express.

You may not rent, lease, lend, sell, redistribute or sublicense your Card in Amex Pay. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of your Card in Amex Pay, any updates, or any part thereof (except as and only to the extent any such restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with your Card in Amex Pay). Any attempt to do so is a violation of the rights of American Express and its Third Party Licensors. The terms of the license will govern any upgrades provided by American Express that replace or supplement your Card in Amex Pay, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that your Card in Amex Pay may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we may expand, reduce or suspend the type and/or dollar amounts of transactions allowed using your Card in Amex Pay or change the activation process.

The license granted hereunder is effective until terminated by you or American Express. Your rights will terminate automatically without notice from American Express if you fail to comply with these Terms or if we terminate your use of your

Card in Amex Pay. Upon termination of the license, you must cease all use of your Card in Amex Pay and delete your Card from Amex Pay.

## 10. MISCELLANEOUS

We may change any provision of these Terms at any time. We will indicate that changes to these Terms have been made by updating the date at the beginning of these Terms. You will also be able to view the revised Terms on your Eligible Android Device by clicking on menu within the Amex App and selecting 'Legal/Privacy' and selecting 'End User License Agreement'. Continued use of your Card in Amex Pay will be considered your acceptance of all changes to the Terms. If a dispute relates or arises from the subject matter of these Terms and relates to your Card in Amex Pay, please refer to your Cardmember Agreement for applicable terms.