





## USE OF PERSONAL INFORMATION AND REGULATORY DISCLOSURES

## Privacy Notice

In this Notice, the words “we”, “our” and “us” mean Amex Bank of Canada (“Amex Bank”), its affiliates (including Amex Canada Inc., a provider of travel related services also referred to as American Express Travel Services), and their agents and service providers (acting on their behalf).

“Personal information” is any information which relates to an individual and allows that individual to be identified (“Information”).

“Corporate Card” means any American Express corporate card issued to you under the terms of an agreement with us.

“Company” means the legal entity in whose name the account is opened and is whose name appears, in most instances, on the American Express Corporate Card.

### Consent to Use of Personal Information

We collect, disclose, use and process Information:

(1) to consider initiating and to initiate, maintain and develop our relationship with you in connection with our offering products and services generally, including helping us to understand the current and future needs of our customers and to otherwise analyze and manage our business; (2) to administer billing and accounting services and security measures in relation to your business with us; (3) to monitor your transactions; (4) to evaluate your credit standing; (5) to share and exchange reports and information with credit reporting agencies, credit bureaus and any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship including merchants that accept our cards and to use other third party databases (including registries, licensing authorities, identification services, telecom providers) or references provided by you to obtain or verify information about your financial circumstances, your background, to identify you and detect fraud; we may verify name, address, phone number, email and other information; (6) as permitted by or to comply with legal and regulatory requirements; (7) to, unless prohibited at the Company’s request, promote and to market products and services offered by us or other well-established companies, including by means of direct marketing through mail, email, telephone, text message, your statements or other available communication channels; (8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to share and exchange with such third party suppliers, and their agents and service providers, any Information reasonably required for the provision of the service or benefit including sharing and exchanging with such suppliers or participants in any applicable loyalty or reward programs, and their affiliates and agents, any Information reasonably required for any such loyalty or reward program; this includes for Platinum Card members, the sharing between Amex Bank of Canada, also the provider of Platinum Concierge Service and Amex Canada Inc., the provider of Platinum Card Travel Service, Information related to mutual customers to provide personalized, proactive and coordinated concierge and travel servicing; (9) to share or exchange with the Company, and its parent or affiliates and their respective service providers or agents, including, at the request of the Company, to process, consolidate and transmit Information to the Company’s third party service provider for the purposes of preparing reports, analysis and other such services to be made available to the Company by such third party service provider; and (10) to, if you participate in a recurring or automatic billing program with any business or supplier, share or exchange with the applicable business or supplier for the reasonably required purposes of your participation in such programs.

If provided, your Social Insurance Number will be used to match credit bureau/reporting agency Information, to help ensure the accuracy of the Information collected and reported.

Our customer service email, text message and other electronic communications with you may include account alerts, statement, collection and other notices.

You agree that we may monitor and record any of your telephone calls with us for the purposes of servicing accuracy, quality assurance and training.

We may use Information in our records for as long as it is needed for the purposes described above even after our relationship with you has ended.

Certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit product, you may not withdraw your consent relating to on going collection and disclosure of credit information. This is necessary to maintain the integrity of the credit granting process.

**You consent to our collection, disclosure, use and processing of Information for the purposes described above. You authorize third parties to give us the Information for these purposes. If you provide us with Information about any other individual, you confirm that the individual (i) consents to our collection, disclosure, use and processing of that Information for these purposes as reasonably required and**

**(ii) authorizes third parties to give us the Information for these purposes.**

**You may at any time refuse or withdraw your consent under (7) through your online account or by calling us.** Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit Information we may provide you when you contact us.

### Nature of Information Collected

The Information we collect from time to time may include:

(1) Information to identify you such as name, date of birth, contact information, drivers license or other identification, and your background (for example, occupation) as required by law; (2) Financial Information such as income, assets, payment history and credit worthiness; (3) Information for the provision of products and services (for example, language, travel, lifestyle and other preferences) and (4) Information relating to transactions arising from your relationship with or through us (depending on the product or service, this may include purchase details, details about how you make payments to us or use our products to make payments to others).

We collect Information from various sources including from you directly through applications, correspondence or other communications, through the products and services you use online and offline, from others with your consent such as credit reporting agencies and other lenders, third party databases (including registries, licensing authorities, identification services, telecom providers), references provided by you or other permitted sources.

We monitor transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective.

We may use fully automated processes to help us make certain decisions, including to evaluate certain attributes about you to provide our services. For example, we may use such processes to:

- assess security risks, detect and manage fraud;
- process card and loan applications; or
- assess credit risks, including to check if you meet our eligibility criteria and decide whether we can issue you a card or loan or approve a transaction.

These assessments are based on information that we lawfully obtain, such as information that you provided in your application form including your reported income, your payment history with Amex Bank, and information we obtain from third parties, such as credit bureaus. We also look at digital data (such as information about your device, browser, or patterns in your online interactions with Amex Bank) and transaction particulars (such as merchants and whether your Card is present or not) to help us detect fraud. These methods are tested to ensure that they remain fair and effective.

### Privacy Code

To obtain more information about our policies and procedures in protecting your privacy, you can visit our website at [amex.ca/privacy](https://amex.ca/privacy).

Our Privacy Code includes additional illustrative descriptions and examples to help you understand the nature of the information we collect and how it relates to many of the purposes in this Notice; how to file a complaint or request access, correction and disposal of your information held by us; our approach to

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processing and storage of information outside of Canada or your province; and additional details about your consent rights.

Our Online Privacy Statement describes how we collect, use and disclose Information online including through websites, mobile applications and other online communications and content.

**OTHER IMPORTANT INFORMATION****Amex Bank of Canada Complaint Handling Procedures**

If you have a complaint, you can call the number on the back of your card or call 1-800-716-6661, 1-905-474-9329 or 1-866-549-6426 (TTY) or chat on the Amex CA mobile app or mail us at "Amex Customer Service – Complaints", P.O. Box 3204, Station "F", Toronto, Ontario, M1W 3W7. Our complaint handling procedures are at [amex.ca/complaints](https://www.amex.ca/complaints).

You may escalate your complaint to our external complaints body, the Ombudsman for Banking Services and Investments by calling 1-888-451-4519, 1-416-287-2877 or 1-844-358-3442 (TTY). You can email [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca) or visit [obsi.ca](https://www.obsi.ca) or mail them at Ombudsman for Banking Services and Investments, 20 Queen Street West, Suite 2400, P. O. Box 8, Toronto Ontario, M5H 3R3.

The Financial Consumer Agency of Canada can be reached at 1-866-461-3222 (English) or 1-866-461-2232 (French). You can email [info@fcac-acfc.gc.ca](mailto:info@fcac-acfc.gc.ca) or visit [fcac-acfc.gc.ca](https://www.fcac-acfc.gc.ca) or mail them at Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario, K1R 1B9.

**Commitments and Codes of Conduct**

For a complete listing of the Commitments and Codes of Conduct to which Amex Bank of Canada subscribes, please visit our website at [amex.ca/codes](https://www.amex.ca/codes) or write to Amex Bank of Canada Attention: Commitments and Codes of Conduct, to request a copy.

When dealing with our customers or another person, we will not:

- take advantage of that person, or
- impose undue pressure on or coerce that person for any purpose,

including to obtain a product or service from a particular provider or as a condition for obtaining another product or service from us.

These are requirements under the Canadian Bank Act.

**Contact us**

If you have questions about these terms, please contact the Corporate Cardmember Servicing Team: 1-800-716-6661. The hours of operation may vary; please visit our website at [amex.ca/contactus](https://www.amex.ca/contactus) for further information.