

AMEX BANK OF CANADA – CARDMEMBER AGREEMENT AND OTHER IMPORTANT INFORMATION

American Express® Aeroplan®* Business Reserve Card

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INTRODUCTION

This document along with the information box and disclosure statement make up the agreement for your account with us (called your *account*).

For ease of reference, the agreement is printed on the front and the back of each page and are numbered accordingly.

If you are an existing cardmember, this version of the agreement may contain amendments and revisions to your agreement. Your use of your account is governed by this agreement.

You and *your* mean the person who applied for this account but does not include a supplementary cardmember. We have opened a card account in your name and you will be the *basic cardmember*.

Company means the business entity (whether a company, partnership, sole proprietor, association or other organization) which is liable to us, jointly and severally (or in Quebec, solidarily) with you, for all charges to the account and whose name may appear on the card under your name.

We, us and *our* mean Amex Bank of Canada.

Card means any card or other account access device we issue for the purpose of accessing your account.

Charge means all transactions made using a card or otherwise charged to your account, and includes purchases, funds advances (also called *cash advances*), fees, commissions, interest, taxes and all other amounts you and the company have agreed to pay us or are liable for under this agreement.

In this agreement, statements and elsewhere, we may use the terms *you* and *basic cardmember* interchangeably and we may use the terms *interest* and *finance charges* interchangeably.

The date of this agreement is the date that you sign the card, activate the card or use the account.

The place your agreement was formed is the Canadian primary address in our records that you provided at the time your account was opened.

Any reference in this agreement to your place of residence is based on the primary address in our records that we received from you. Please see the Communicating With You section regarding your obligation to inform us immediately should there be any changes to your or the company's primary address.

By using your account (or by signing and keeping the card), you and the company agree to the terms of this agreement.

You and the company agree that the account has been opened in your name as the basic cardmember.

Please read this agreement thoroughly and keep it for your reference. It is your responsibility and you agree to ensure that any supplementary cardmembers and the company are aware of these terms. Please see the "Supplementary Cardmembers" section of this agreement for additional details.

If you have a concern or complaint, please see the Amex Bank of Canada – Complaints Handling Procedures under the "Other Important Information" section following this agreement.

This agreement contains an arbitration provision which provides that any claim or dispute relating to your account, this agreement or other

agreement with us will be resolved by arbitration. Please refer to the “Arbitration” section of this agreement for additional details.

This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the “Limitation of Liability” section of this agreement for additional details.

USE OF YOUR ACCOUNT AND CODES

To prevent misuse of your account, you must ensure that you and any supplementary cardmembers:

- sign the card in ink as soon as received,
- keep the card secure at all times,
- regularly check that you still have the card in your possession,
- do not let anyone else use the card,
- ensure that you retrieve the card after making a charge, and
- never give out your card details, except when using the account in accordance with this agreement.

To protect your PIN, telephone codes, on-line passwords and any other codes used on your account (called *codes*), you must ensure that you and any supplementary cardmembers:

- memorize the code,
- destroy any communication informing you of the code (if applicable),
- do not write the code on the card,
- do not keep a record of the code with or near the card or account details,
- do not tell the code to anyone,
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number, and
- take care to prevent anyone else seeing the code when entering it into an automatic banking machine or automatic teller machine (called *ABM* or *ATM*) or other electronic device.

If we permit use of the account with a mobile phone or other type of device, do not give access to the phone or other device to any other person including protecting access to biometric authentication such as fingerprint and facial recognition.

PERMITTED USES

You may use your account, subject to any restrictions set out in this agreement, to pay for goods and services from merchants who accept the card (called *merchants*).

Here are some examples:

- using your card to pay for goods and services by presenting the card to a merchant and complying with their request to sign or enter a code,
- using your card or the account to pay for goods and services ordered from a merchant by telephone, internet or mail, and
- using an account access cheque (called an *Amex cheque*) to pay a merchant for goods and services or to pay any other person.

If we agree, you may also use your account to obtain funds advances. For example, you may obtain funds advances at any ATM that accepts the card.

If we agree, you may be permitted to transfer balances to your account. For example, we may permit you to transfer balances from cards issued by other financial institutions by using an Amex cheque or our telephone or online services.

If permitted by the merchant, you may return to the merchant goods or services obtained using your account and receive a credit to your account.

We may permit a card to be used for contactless payments which enables you to make charges without signing or entering a code at a participating merchant. This service uses a computer chip that is built into the card and transfers encrypted payment information wirelessly when you hold the card to a contactless reader. You agree to only use the contactless service in accordance with our instructions.

We may permit you to use your account with a mobile phone or other type of device to make payments and access services. You agree to only use your account for such payments and services in accordance with our instructions, this agreement and any other user terms that may apply. References in this agreement to using your card, account number or the account also apply to using your account for payments and to access services with a mobile phone or other type of device.

If we permit, a card may be used to cash a cheque at an American Express location. A dishonoured payment fee is payable as set out in the information box and disclosure statement if the cheque is returned or not honoured immediately for its full amount by the financial institution. We may also charge the amount of the cheque to your account.

You acknowledge that this agreement is being entered into for business purposes. However, you and the company are responsible for all use of the account.

PROHIBITED USES

You must not:

- give your card or account number to others or allow them to use your card or account for charges, identification or any other purpose,
- return goods or services obtained using your account for a cash refund,
- use your card to obtain cash from a merchant for a charge recorded as a purchase or obtain cash from any source through a contactless transaction,
- obtain a credit to your account except by way of a refund for goods or services previously purchased on your account,
- use your account if you or the company are bankrupt or insolvent or if you or the company do not honestly expect to be able to pay your minimum payment on your next statement,
- use your card if it is found after having been reported to us as lost or stolen,
- transfer balances from another account with us to pay your account (unless we permit),
- use your account if your card has been suspended or cancelled or after the valid date shown on the front of the card, or
- use your account for an 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.

It is your responsibility to ensure that there is no prohibited use of your account by you, the company and any supplementary cardmembers. You and the company will be responsible for any prohibited use of your account even if we did not prevent or stop the prohibited use.

CREDIT LIMIT

We will at our discretion and in compliance with applicable law, decide and inform you of the *credit limit* applicable to your account which is the maximum amount which can be outstanding at any time on your account (including use by any supplementary cardmembers). The credit limit and the amount of credit available on the account as of the closing date of your statement will be shown on your statement.

You and the company agree to manage your account so that the outstanding balance on your account does not exceed the credit limit. However, we may approve charges that result in your balance exceeding your credit limit. This does not constitute an increase in your credit limit. If your balance exceeds your credit limit, an overlimit fee is payable as set out in the information box and disclosure statement (except for Quebec residents) and, if requested, you and the company must immediately pay to us all amounts that exceed the credit limit.

Changes by you: You may request, and we may agree, in our discretion and subject to you providing the information we request, to increase your limit at any time. You may request and we may agree to reduce your credit limit.

Changes by us: You acknowledge that we may increase or reduce your credit limit at any time without notice. If we change your credit limit, your new limit will be shown on a subsequent statement.

BALANCE TRANSFERS AND AMEX CHEQUES

We may promote balance transfers and Amex cheques. If we agree to your request for a balance transfer or use of an Amex cheque, then:

- personalized cheques may be provided with your statements or in separate mailings,
- we will charge the amount of the balance transfer or Amex cheque to your account and pay the other financial institution, approved third party or payee on the Amex cheque (as applicable), and
- you cannot stop payment of a balance transfer or Amex cheque we have approved.

Please note the following:

- you cannot transfer balances between your American Express accounts using a balance transfer or an Amex cheque,
- we reserve the right to refuse a balance transfer request or dishonour and not make payment in respect of any Amex cheque even if your account is not in default,
- you must keep Amex cheques safe and not let anyone (including any supplementary cardmembers) use them,
- you must immediately notify us if any Amex cheque is lost or stolen or if you suspect that it may be used without your permission,
- all fields on the Amex cheque should be properly completed,
- you cannot certify an Amex cheque, and
- you must comply with any additional terms and conditions that we provide to you.

AMERICAN EXPRESS INSTALLMENT PROGRAM

From time to time we may allow you to participate in the American Express installment program (the *installment program*), which allows you to repay certain purchases over time, in equal installments, subject to the conditions set out in this section. Additional terms, including the specifics of a particular offer, will be provided to you. By enrolling, you acknowledge that additional terms are deemed part of this agreement.

The following are highlights of the installment program:

- Enrollment is required to participate in the installment program;
- For a purchase to qualify, it must meet the minimum dollar threshold for participation in the installment program as well as all other requirements communicated to you;
- Each purchase that is designated for participation in the installment program must be repaid in full based on the schedule provided to you;

- The installment program fee is calculated as set out in the information box and disclosure statement. However, only one set of repayment terms (repayment period and fee percentage set out in the offer) will apply during each offer period and will apply to all qualifying purchases made during that offer period. Interest is waived on each qualifying purchase as long as it continues to participate in the installment program;
- You may be given the choice of having all qualifying transactions automatically participate in the installment program. Alternatively, you may be given the choice to select individual transactions for participation. Details will be set out in each particular offer; and
- You may remove a qualifying purchase from the installment program or cancel the installment program at any time.

Other important considerations:

- Participation in the installment program is likely to cause your minimum payment amount to increase while you are participating. Please see the “Minimum Payment” and “Allocation of Your Payments” sections for details regarding your minimum payment amount.
- If we do not receive at least the minimum payment amount for your account by the date of the next billing statement after an installment amount is due, the installment program will terminate and all balances that were participating in the installment program will be subject to interest charges in accordance with the information box and disclosure statement. Not making your payment by the date of the next billing statement may result in other consequences outside the installment program. Please see the remainder of this agreement for details.
- You are not permitted to make additional payments toward future installments that are not yet due and credits to your account will not be applied to future installments that are not yet due. This includes credits that may result from returning merchandise related to a purchase that participated in the installment program. In all such cases, the payment or credit will be applied to your account in accordance with the procedure set forth in the section titled “Allocation of Your Payments”, and if there are no remaining balances to which the payment or credit can be applied, your account will have a credit balance for the difference.
- You may, however, contact us and instruct us to remove a qualifying purchase from the installment program. Once that is done, the remaining principal balance applicable to that qualifying purchase will be treated as a regular purchase and amounts paid on the account will be applied toward its repayment in the ordinary course. Subject to any applicable interest-free grace period, interest will be calculated from the date the qualifying purchase is removed from the installment program.
- We reserve the right to withdraw installment program offers if your account is not in good standing or we become aware of any adverse credit information or for any other reason at our sole discretion. We may also, without notice, restrict: (i) the total number of qualifying purchases that are eligible for participation in the installment program; and (ii) the total dollar amount you can have participating in the installment program to a maximum percentage of your credit limit.

STATEMENTS

Subject to applicable law, we will send or make available to you monthly statements of account (called *statements*) for each billing period during which there are any charges or a balance owing to us on the account. Each statement will show important information about your

account, such as the outstanding balance on the last day of the billing period (called the *new balance*), the minimum payment due, the payment due date and will include charges made by you and any supplementary cardmembers. If your account is seriously overdue or you have a credit balance, we may stop sending you statements.

The number of days in each billing period varies and will be 28, 29, 30, or 31 depending on the number of days in the calendar month in which the billing period ends (which is the closing date shown on your statement).

Always check each statement for accuracy and contact us as soon as possible if you need more information about a charge on any statement. If you have a complaint or problem with your statement or any charge on it, inform us immediately but in any event within 21 days of the closing date shown on your statement. Otherwise, the statement will be considered accurate except for any amount which has been improperly credited to the account and you and the company may not later make a claim against us in respect of any item on the statement. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

If we enroll you in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements that we provide to you will apply and form part of this agreement.

MINIMUM PAYMENT

You and the company agree to pay us at least the minimum payment requested by the payment due date shown on a statement. If we request, you and the company also agree to pay us any overlimit and overdue amounts immediately. If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.

The method for determining the minimum payment is set out in the information box.

You can always pay us (i) more than the minimum payment, (ii) before the payment due date, (iii) more often than once a month, or (iv) the outstanding balance at any time.

If your primary address changes to or from Quebec, the applicable minimum due calculation will take effect on your next statement.

Please note that a credit to your account, for example as a result of return of goods to a merchant or a service fee credit, does not constitute a payment to your account and does not satisfy the requirement to pay the minimum payment due.

FEES AND COMMISSIONS

The fees and commissions that apply to your account are set out in the information box and disclosure statement. You and the company agree to pay the fees and commissions and authorize us to charge them to your account. We reserve the right to change the circumstances in which any of the fees or commissions on your account is charged and the amount of those fees or commissions. You and the company agree that we may impose additional fees and commissions at any time. We will provide notice of any changes or additional fees and commissions if required by applicable law and in accordance with the "Changes" section of this agreement.

LIABILITY

You and the company are liable to us, jointly and severally (or in Quebec, solidarily) and promise to pay to us when due all amounts outstanding on your account, which includes paying:

- charges on all cards issued to you and to any supplementary cardmembers even if there was no signature or card presented (including telephone, internet and mail orders) and even after cards have been cancelled and this agreement has been ended,
- charges on all balance transfers and Amex cheques,
- charges made by any other person if you or any supplementary cardmember allowed them to use your account,
- charges made in breach of this agreement or fraudulently by you or permitted by you or any supplementary cardmember, and
- unauthorized charges related to a lost or stolen card or code being used by an unauthorized person under the circumstances set out in the “Lost and Stolen Cards and Misuse of Your Account” section of this agreement.

A supplementary cardmember is an authorized user of your account but does not have an account with us and is not liable to us for any charges to your account.

PAYMENTS

Payments may be made by any of the methods set out in your statement. You must also comply with any instructions and requirements regarding payments as set out in your statement or that we otherwise provide you. We will only credit payments to your account upon receipt by us. Financial institutions are not authorized to receive payments on our behalf.

You must pay us in Canadian dollars. If you choose to pay by pre-authorized payment, you and the company agree that any specific terms that we provide to you at enrollment will apply and form part of this agreement.

We are not obligated to accept payments that do not conform to our requirements. If we accept payments that do not conform to our requirements, the payment may be delayed and will not be credited to your account until it is converted into the required form. We may charge your account for any costs we incur and we may impose additional charges for converting payment including the currency conversion commission as specified in the information box and disclosure statement.

If we accept late or partial payments or any payment described as being in full or in settlement of a dispute, we will not lose any of our rights under this agreement or the law including the right to recover the full balance owing.

Payments for your account must be sent separately from payments to any other account. If multiple payments are sent together or if you do not clearly designate your account to be paid, we may apply payments to any account at our sole discretion.

Although we may credit your account for a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

If you do not make your payment as required or if there is a dishonoured payment, we may consider your account in default under the “Default” section of this agreement. A dishonoured payment fee is payable as set out in the information box and disclosure statement if any payment to your account is returned or not honoured immediately for its full amount by the financial institution for any reason.

ALLOCATION OF YOUR PAYMENTS

How do we allocate your minimum payment?

Your account may have balances in categories of charges with different interest rates. For example, purchases may have a lower interest rate than funds advances. If your account has balances in categories with different interest rates, we will generally apply your payments up to and including the minimum payment to balances with the lowest interest rate and then to balances with higher interest rates.

For example, we could allocate any payment amount up to and including the minimum payment, generally to balances with the lowest interest rate to balances with the highest interest rate within a category in the following order:

- monthly installment fees,
- interest charges,
- fees,
- credit insurance premiums,
- taxes that appear as a separate item on your statement,
- monthly installments (principal amount),
- balances in other categories of charges that appear on your statement including purchases, Amex cheques and balance transfers and funds advances; and
- charges which have not yet appeared on your statement but are posted to your account.

If you only pay the minimum payment required each month, the monthly installment and associated fee will always be paid in full. This could result in the full balance of one or more categories of fees not being paid in full. In addition, we may not pay the full balance in each category of charges if you make more than one payment to cover your minimum payment or if you have a special rate offer on your account.

How do we allocate your payment greater than the minimum payment?

Any payments over the minimum payment amount will be applied proportionally across categories of charges with different interest rates.

A proportional payment is applied based on the percentage that the balance in each category represents of the total balance owing for the billing period. Examples of categories are:

- balances on your statement (including purchases, Amex cheques and balance transfers and funds advances),
- credit insurance premiums,
- taxes that appear as a separate item on your statement,
- interest charges and fees.

Balances within a category that are (or originally were) subject to different interest rates can also be considered separate categories of balances.

When applying payments to each category of charges, we will round down and not include any fraction of each payment amount that is less than one cent. We will separately apply the total of any remaining fractions as a payment to your account.

We do not apply payments to charges that have not yet appeared on your statement unless you make payments that exceed the new balance shown on your statement.

INTEREST

Each time you or any supplementary cardmember charges purchases, funds advances, balance transfers and Amex cheques to your account, we make a loan to you.

How do you receive an interest grace period for purchases?

Interest will not be charged on purchases and you will have an interest grace period for purchases of 21 days from the *closing date* on your statement to the payment due date (*due date*) if every month we receive **payment in FULL** by the due date. **Payment in FULL** means payment of the total *new balance* shown on your statement which is made up of all charges to your account (including purchases, funds advances, balance transfers and Amex cheques, fees and other charges) up to the closing date.

If we do not receive **payment in FULL** by the payment due date, the grace period on your next statement will be extended to up to 25 days. The specific due date will be shown on your statement. Interest will be charged on any previous balances during this period. Subject to any interest-free grace period that may still apply, interest will be charged on any previous balances during this period. The grace period will revert to 21 days on the next statement after we receive **payment in FULL**.

If the due date falls on a weekend or Canadian federal or applicable provincial holiday, if we receive **payment in FULL** by the next business day, you will still have an interest grace period for purchases as set out in this section.

Interest on purchases

If we do not receive **payment in FULL** by the due date shown on your current statement, you will be charged interest on all purchases shown on that month's statement and interest will be applied to your account as described below. Any partial payment of your balance will have the effect of reducing the interest payable on your account. Except for Quebec residents, even if we receive **payment in FULL** of the new balance shown on your most recent statement, you will still be charged interest on all previously billed and unpaid purchases (if any) up until the date that we receive **payment in FULL** of that statement. These additional interest charges will appear on your next statement.

Interest on funds advances, balance transfers and Amex cheques

Interest is *always* charged and there is no interest grace period for funds advances, balance transfers and Amex cheques, even if we receive **payment in FULL** by the due date.

How do we calculate interest and when is it added to your statement?

Interest on purchases: Any interest on a purchase is charged from and including the day it is made (also referred to as the *transaction date* on your statement), or from and including the first day of the billing period in which the purchase is first charged to your account, if that is later, until the day we receive **payment in FULL** and credit your account.

Interest on funds advances, balance transfers and Amex cheques: Interest on a funds advance, balance transfer or Amex cheque is charged from and including the day it is made until the day we receive **payment in FULL** and credit your account.

Interest is calculated each day during a billing period on the daily closing balance of charges on which interest is payable (taking into account any payments or credit to your account) at the daily rate (which is the annual interest rate divided by 365 or 366 in the case of a leap year). We add together the interest charges for each day and the total interest for the billing period is then charged to your account and will appear on your statement on the last day of the billing period identified as "interest". If different interest rates apply to different

parts of the balance on your account, we will separately calculate each daily closing balance and interest in the same manner. Daily closing balances with a credit balance are treated as zero (0).

Interest on other charges

Fees are included in the balance on which interest is calculated. Interest is charged on fees in the same way (including a grace period) as set out under the heading “Interest on purchases” above, except for funds advance fees. Interest is *always* charged and there is no interest grace period for funds advance fees in the same way that interest is charged on funds advances. Any interest on a fee applies from and including the day the fee is first charged to your account until the day we receive **payment in FULL** and credit your account.

What interest rates apply to your account?

We charge interest at the annual interest rate or rates (called *interest rate*) set out in the information box and disclosure statement. Please refer to the information box and disclosure statement for an explanation of how we determine which interest rate applies to the account. The interest rate that applies to purchases applies to all fees except that the interest rate that applies to funds advances applies to funds advance fees. The interest rate(s) applicable to a billing period will be set out on your statement.

CHARGES MADE IN FOREIGN CURRENCIES

If you make a charge in a currency other than Canadian dollars that charge will be converted into Canadian dollars. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you made your charge as it depends on when the charge was submitted to us. If the charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting the U.S. dollar amount into Canadian dollars. If the charge is in U.S. dollars, it will be converted directly into Canadian dollars.

Unless a specific exchange rate is either required by law, or is used as a matter of local custom or convention, conversion rates are based on interbank rates selected by the American Express treasury system from customary industry sources on the business day prior to the processing date, increased by a single conversion commission as specified on the information box and disclosure statement or as otherwise disclosed by us. If charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

If a charge is refunded in a currency other than Canadian dollars,

- the conversion on the refund will take place on the date it is processed by us,
- any conversion commission charged on the original charge will not be returned on the refund, and
- the currency conversion rate applied to the refund may differ from the conversion rate applied to the original charge.

As a result, the amount of the refund will generally differ from the amount of the original charge. However, we do not charge an additional currency conversion commission on a refund.

SUPPLEMENTARY CARDMEMBERS

At your request, we may issue a card on your account to another person (called a *supplementary cardmember*). We may limit the number of supplementary cards issued on one account. We generally do not provide copies of statements, notices and other communications to a supplementary cardmember.

You agree and are responsible to ensure that each supplementary cardmember reads, understands and complies with this agreement including the information box and disclosure statement and any notices and other communications that we may send to you.

To cancel a supplementary card, please see the “Cancelling This Agreement/Closing The Account” section of this agreement.

FUNDS ADVANCES

If we permit you to obtain funds advances with your card, then:

- you must obtain a code to access ATMs that accept the card,
- we may impose limits and restrictions on funds advances such as the amount of the credit limit available by means of funds advances and minimum and maximum limits that apply to funds advances for each transaction, day, billing period or otherwise,
- participating financial institutions and ATM operators may also impose their own limits and restrictions on funds advances such as limits on the number of funds advances, the amount of each funds advance and access to available services at ATMs,
- we reserve the right to terminate your access to ATMs without cause and without providing any notice to you, even if your account is not in default,
- fees apply as set out in the information box and disclosure statement and the ATM provider may also charge a fee, and
- you must comply with any additional terms and conditions that we provide to you.

RECURRING CHARGES

You or a supplementary cardmember may authorize a merchant to bill your account at regular intervals for goods or services (called *recurring charges*). Here are some important things that you need to know about recurring charges and your account.

Replacement Cards and Cancelled Cards

A replacement or new card (called a *replacement card*) may be issued to you if your card is lost, stolen, damaged, cancelled, expired or switched to a different card type. We may, but are not required to, provide merchants with updated information about your card account, which may include providing updates to your card number and expiry date, providing a token (to enhance security for charges to your account) and informing the merchant if your account is cancelled. Information may be updated before you receive your replacement card. Contact us about your choices.

In order to avoid potential disruption of recurring charges and the provision of goods or services by the merchant in the case of a replacement card or cancelled card, it is always your responsibility to contact the merchant and provide replacement card information or make alternate payment arrangements.

You and the company agree to be responsible for any recurring charges that may continue to be charged to your account from a card that has been replaced or cancelled.

Recurring charges may be automatically charged to a replacement card without notice to you.

Stopping Recurring Charges

To stop recurring charges being billed to your account, you must have the right to do so by law or under your arrangement with the merchant and you must advise the merchant in writing or in another way permitted by the merchant to stop billing charges to your account.

Our Enrollment Services

If we permit, you or a supplementary cardmember may authorize us or our agent to enroll you with a merchant for recurring charges. You will remain responsible to make other payment arrangements until the recurring charges begin to be applied to your account. We are not responsible for any failure to enroll your account for recurring charges or if the merchant fails to charge your account. The paragraph “Stopping Recurring Charges” above also applies if you or a supplementary cardmember uses our enrollment services.

AUTHORIZATION

We may require charges to be authorized by us before they are accepted by a merchant. We may refuse any request for authorization of a charge without cause and without providing any notice to you, even if your account is not in default.

In some cases, a merchant may authorize a charge in advance and your available credit limit will be reduced by the amount of the authorization. For example, when you rent a car, the merchant may initially authorize the full amount of the proposed car rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to make further charges.

CARD IS OUR PROPERTY

Although you and any supplementary cardmember use cards on your account, all cards remain our property at all times. You may be asked and you agree to return the card to us or anyone we ask to take it on our behalf, including merchants. We may also inform merchants that your card is no longer valid.

REPLACEMENT CARDS

You and the company authorize us to send you and any supplementary cardmembers a replacement card before the current card expires. You must destroy any expired cards by cutting them up or returning them to us. This agreement as amended continues to apply to any replacement cards we issue.

PRIVACY

Consent to use of Personal Information

In this section, the words *we*, *us* and *our* mean Amex Bank of Canada (*Amex Bank*), its affiliates (including Amex Canada Inc., a provider of travel related 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*).

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; for a supplementary cardmember, this sharing, exchange or use will also apply but not to our reporting of credit information,

- (6) as permitted by or to comply with legal and regulatory requirements,
- (7) to promote and to market products and services offered by us or other well established companies, including by means of direct marketing through ordinary mail, e-mail, telephone, text message, your statements or other available communication channels, and
- (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 and,
 - (i) sharing and exchanging with Aeroplan Inc. (*Aeroplan*) and Air Canada (and these references include their affiliates and agents) Information for use in the Aeroplan Program (the *Program*) and for Air Canada benefits including your Aeroplan number, your name, business name, Program and Card account enrollment and status, card type, language preference and contact information including, phone numbers and email address;
 - (ii) sharing with Aeroplan and Air Canada (and these references include their affiliates and agents) Information relating to transactions on your account such as purchase date and amount, merchant category and whether the transaction was made by a supplementary cardmember; the Aeroplan number (if applicable), electronic address and the number of supplementary Cards on your account; and your account billing cycle; and
 - (iii) collecting from Aeroplan and Air Canada under (7) Information about your participation in the Program including frequency and type of Program transactions, age band, flight information to make booking travel easier, contest participation, your Program tier and use of Program services, and points earned, transferred and redeemed, including frequency, and points balance.

Aeroplan and Air Canada will use Information for the purposes of the Program, the Air Canada benefits and services and for the purposes set out in their privacy policies. See “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section below. We use Information received from Aeroplan and Air Canada in accordance with our Consent to Use of Personal Information and Privacy Code.

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 e-mail, text message and other electronic communications with you may include account alerts, statements, collection and other notices. You agree that we may monitor and/or 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 ongoing 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 about you 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 (provided that all these purposes will apply to supplementary cardmembers), 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) or you may select from any partial consent options we may make available by calling 1-800-869-3016. 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.

See our Privacy Code for other information about your privacy rights. It provides further illustrative descriptions and examples to help you understand:

- the nature of personal information collected and how it relates to the purposes in this agreement,
- how to request access and correction to information held by us,
- our approach to processing and storage of information outside of Canada, and
- additional details about your consent rights.

You should also see our Online Privacy Statement, which is part of the Privacy Code, and describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content. Our Online Privacy Statement is available on our website. We may update the Privacy Code and the Online Privacy Statement and the most recent version will be available at www.americanexpress.ca/privacy.

Business Information Consent

The company consents to the sharing and exchange of credit and other information by us (as defined in the above “Consent to Use of Personal Information” section) with credit reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise with whom the company has or proposes to have a financial relationship and to the use of other third party databases or references provided on behalf of the company to obtain or verify information about the company and its financial circumstances.

SPECIAL AEROPLAN PROVISIONS

The Aeroplan program is operated by Aeroplan Inc. (*Aeroplan*), is subject to separate terms and conditions from Aeroplan and Aeroplan is solely responsible for the Aeroplan program. We do not operate the Aeroplan program and we do not redeem Aeroplan points. Please ensure that you review our enclosed terms and conditions regarding earning Aeroplan points through purchases charged to your Card and earning Annual Worldwide Companion Passes and Status Qualification Boosts.

The use by Aeroplan and Air Canada of Information (as defined below) in accordance with their privacy policies is not our responsibility. For details of how Aeroplan and Air Canada collect, use or disclose your Information and your privacy choices please see the “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section below.

ADDITIONAL SERVICES

We may make available additional services or benefits which will be subject to separate terms and conditions. Examples of services or benefits include insurance, assistance services, rewards programs and merchant offers.

We may receive compensation from additional service providers and our compensation may vary by provider and product. Your account will be charged for any fees or premiums that may apply for services and benefits.

Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.

If your account is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.

INSURANCE

We identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you and we may act on behalf of the insurance provider, as permitted by law.

We receive compensation from insurance providers and our compensation may vary by provider and product. Also, in some cases, an entity that is affiliated with us may be the insurer or reinsurer and may earn insurance or reinsurance income. The arrangements we have with certain providers, including the potential to reinsurance products, may also influence what products we identify.

We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available.

LOST AND STOLEN CARDS AND MISUSE OF YOUR ACCOUNT

You must tell us immediately by telephone at the number shown at the end of this booklet if:

- a card is lost or stolen,
- a replacement card has not been received,
- someone else learns a code, or
- you suspect there is risk of unauthorized access or use of your card or account.

If a card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement card.

For loss, theft or fraudulent use of the card or account, provided you and any supplementary cardmember do not demonstrate gross negligence (in Quebec, gross fault), in safeguarding your card, account information or your personal authentication information, then you will not be liable to us for any unauthorized charges and your maximum liability for these charges will be \$0. **Please see the American Express Fraud Protection Guarantee available at www.amex.ca/fraudprotection.**

Subject to the previous paragraph, if you or any supplementary cardmember did not comply with this agreement (including the section "Use of Your Account and Codes"), or if you or any supplementary cardmember contributed to, were involved in, or benefited from the loss, theft or misuse, you are liable for any charges; for example, if you gave your card or codes to another person to use. Any such charges will not be considered unauthorized charges or use of a card in an unauthorized manner.

You, any supplementary cardmember and the company agree to cooperate with us, including giving us a declaration, affidavit or a copy of an official police report, if we ask. You, any supplementary cardmember and the company also agree that we may provide information to authorities.

LANGUAGE

You confirm that you wish this agreement and all communications, including statements, notices and other documents from us or our affiliates to be in English until you otherwise advise us.

Vous confirmez que vous désirez que la présente convention et toute communication, y compris les relevés, avis et autres documents, provenant de nous ou des sociétés membres de notre groupe, soient en anglais, à moins d'avis contraire de votre part.

ARBITRATION

Definitions

As used in this Arbitration provision,

you or *your* mean the basic cardmember, any supplementary cardmembers (but does not include a consumer in Quebec under the Quebec Consumer Protection Act) and the company,

we, our and *us* mean Amex Bank of Canada and its affiliates (including Amex Canada Inc., a provider of travel related services),

Claim means any claim, dispute or controversy between you and us, whether contractual, extra-contractual, tortious or statutory, arising from or relating to your account, this agreement, and any other agreement that you have or may have had with us, or the relationships resulting from any of the above agreements (*Agreements*), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. Claim also includes any claim, dispute or controversy that arises from or relates to:

- (a) any of the accounts created under any of the Agreements, or any balances on any such accounts,
- (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services financed under any of the accounts or the terms of financing,
- (c) the benefits and services related to card membership (including fee-based or included benefit programs and any rewards programs), and
- (d) your application for any account.

Initiation of Arbitration Proceeding/Selection of Administrator

Any Claim will only be resolved by arbitration pursuant to this Arbitration Provision and the National Arbitration Rules (the “Rules”) of ADR Institute of Canada, Inc. (the “Administrator”) or its successors or a replacement Administrator.

For a copy of the Rules, to file a Claim or for other information about the Administrator, contact them at:

ADR Institute
234 Eglinton Avenue East, Suite 407
Toronto, Ontario M4P 1K5
E-mail: admin@adric.ca

Prior to the initiation of any Claim we have the right to change or replace the Administrator and the Rules at our sole discretion.

Small Claims Court Proceedings and Complaint Procedures

Notwithstanding anything to the contrary in this Arbitration Provision, you will have the right to pursue any Claim without resort to arbitration in a small claims court of your province or territory so long as the Claim is individual, within the jurisdiction of and pending only in that court.

You may also access our complaint escalation procedures. Please refer to the “Amex Bank of Canada – Complaint Handling Procedures” section of this agreement under the heading “Other Important Information”. However, please note that our Bank Chief Complaints Officer and the Ombudsman for Banking Services and Investments may not deal with complaints that are the subject of arbitration or small claims court proceedings.

Consolidation

All Claims will be arbitrated on an individual basis. The parties agree that individual arbitration provides a more efficient and cost effective method of resolving Claims than court litigation. However, Claims brought by you against us, or by us against you, may be joined, heard one after the other or consolidated, as the arbitrator will direct, in arbitration with Claims brought by or against someone other than you, if agreed to in writing by all party cardmembers. The parties further agree that the arbitrator will have no jurisdiction or authority to consider any Claim brought on a class action or representative party basis.

Arbitration Procedures and Appeal

The arbitrator will take reasonable steps to preserve the privacy of individuals and of business matters. Where the Claim being arbitrated is for an amount less than \$50,000 there will be no oral discoveries subject to the discretion of the arbitrator to direct otherwise. The arbitrator's decision will be final and binding. However, where an appeal is not prohibited by statute, any party can appeal the award to an appeal panel administered by the Administrator, which will consider anew any aspect of the initial award objected to by the appealing party.

Where the award under appeal is for \$50,000 or less, the appeal will be to a single appeal arbitrator and where the award under appeal is for more than \$50,000 the appeal will be to a three-member appeal panel. The appealing party will have 30 days from the date of entry of the written arbitration award to notify the Administrator that it is exercising the right of appeal.

The Administrator will then notify the other party that the award has been appealed. The Administrator will appoint the appeal panel that will conduct an arbitration pursuant to the Rules and issue its decision within 120 days of the date of the appealing party's written notice. The decision of the three member appeal panel will be by majority vote.

The appeal decision will be final and binding and there will be no further appeal. The appeal decision will be considered as a final award.

Location of Arbitration/Payment of Fees

Any arbitration hearing that you attend will take place in the province or territory of your residence. We will be responsible for paying the arbitrator and arbitration administration fees (including filing, administrative, hearing or other fees) unless the arbitrator or appeal panel determines that your Claim was frivolous or vexatious, in which case, the fees will be in the discretion of the arbitrator or appeal panel.

Awards of legal costs will be in the discretion of the arbitrator or appeal panel but in the event you are unsuccessful in the arbitration, or appeal where applicable, you will not be responsible for our legal costs unless the arbitrator or appeal panel determines that your Claim was frivolous or vexatious.

CHANGES

We may change any provision or section of this agreement at any time, including, provisions relating to use of your account, codes, permitted and prohibited uses, interest, payments, statements, credit limits, balance transfers and cheques, installments, fees and commissions, foreign currency, minimum payment, how we apply payments, liability, supplementary cards, funds advances, recurring charges, authorization, replacement cards, privacy and information, additional services and insurance, lost and stolen cards and misuse of the account, dispute resolution, communicating with you, complaints, default, cancelling and closing the account or a card, assignment of claims, taxes, providing benefits and services associated with the account and changes affecting your and our rights and obligations.

We will inform you in accordance with the “Communicating With You” section of this agreement of any changes to the terms unless notice is not required by law. Certain changes can be made without notice in accordance with this agreement, the information box and disclosure statement and applicable law. If required, we will provide at least 30 days notice or the change won’t be effective for 30 days thereafter, unless a shorter period is permitted under applicable law.

Only for Quebec residents that are consumers under the Quebec Consumer Protection Act, you may cancel your account without cost, penalty or cancellation indemnity by providing us notice no later than 30 days after any changes come into effect. You will still be obligated to pay all amounts owing on the account.

Continued use of your account will be deemed acceptance by you and the company of all changes.

ASSIGNMENT

We may assign, transfer or sell our rights, benefits or obligations under this agreement at any time to an American Express affiliate or to a third party and you and the company consent to this without us having to notify you. If we do so, or intend to do so, you, any supplementary cardmember and the company agree that we can give information about you, any supplementary cardmembers, the company and your account to the third party or related party.

SEVERABILITY

If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties’ obligations which will continue as amended.

SUSPENSION

We may for any reason or without a reason and without informing you first, immediately stop you or any supplementary cardmember from using the card or we may refuse to authorize a charge. This agreement will continue if we take either of these actions and you and the company will still be responsible for all charges on your account.

DEFAULT

We may treat your account as being in default at any time in the event that you or the company fail to comply with your obligations under this agreement such as failure to make any payment when it is due, failure to pay any amount we demand in order to reduce the unpaid balance to your credit limit or if any form of payment is returned or not honoured in full.

We may also consider your account to be in default at any time if any statement made by you or the company to us in connection with your account was false or misleading, you or the company breach any other agreement that you may have with us or with any of our affiliates, if bankruptcy or other creditor proceedings are threatened or initiated against you or the company or if we have any reason to believe that you or the company may not be creditworthy.

The inclusion of previously billed minimum payments and any portion of dishonoured payments in the minimum payment shown on a statement will not constitute a waiver by us of any default.

In the event of any default, you and the company will also be responsible for all reasonable costs incurred by us or our agents including legal advisers, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

We can suspend or end this agreement or cancel any or all cards or reduce your credit limit immediately if you or the company are in default.

If we end this agreement you and the company must pay all money you and the company owe us immediately, including unbilled charges that may not be shown on your last statement, or, at our discretion, continue to pay the minimum payment. Your and the company's obligations under this agreement continue until all amounts that you and the company owe us have been paid.

If your card is cancelled for any reason, all other cards issued on your account will be cancelled at the same time.

You and the company will continue to be responsible for all charges made using your account, including recurring charges, until your account is no longer used and any recurring charges are stopped. At our option, we may treat continued use of the account as a request for reinstatement and we may reinstate your account.

This paragraph only applies to Quebec residents that are consumers under the Quebec Consumer Protection Act, if we immediately require payment in full.

Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing ourselves of this clause, we must forward you a notice in writing and unless we are exempted in accordance with section 69 of the General Regulation, we must forward you a statement of account.

Within 30 days following the receipt by you of the notice and, where necessary, of 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 have a complaint about compliance with consumer protection laws, contact the Financial Consumer Agency of Canada (FCAC). For more information, please see the "Financial Consumer Agency of Canada" section of this agreement.

CANCELLING THIS AGREEMENT/ CLOSING THE ACCOUNT

You May Cancel This Agreement

You may cancel this agreement for any reason within 14 business days after you receive your card for a new account or such additional period if we permit or under applicable law.

If you cancel within this time, we will refund or credit any annual fee for the new account. If you use or receive any benefit associated with the account before cancellation, the value of such benefit will be deducted from any refund you would otherwise receive. If you or a supplementary cardmember authorize any charge on the account, you will be required to repay all such amounts, including applicable interest.

You may cancel the agreement by phoning us at the number on the back of your card and providing us with your card number. You may also cancel by writing to us and including your name, card number and contact information.

You May Close Your Account

You may end this agreement at any time by paying off all amounts owing on your account, destroying or returning to us all cards issued on your account, stopping use of your account and requesting the closure of your account. You can cancel a card issued to a supplementary cardmember by informing us by phone or in writing.

We May Close Your Account or Cancel Any Card

At any time with or without a reason we can suspend or end this agreement or use of the account or cancel any or all cards. If we take such action, you will still be obligated to pay all amounts owing on the account.

COMMUNICATING WITH YOU

Statements, notices (which includes changes to this agreement), disclosures and other communications (together called *communications*) will be sent to you in writing and will be mailed or delivered to you at the address which is maintained in our records for your account or we may opt to provide communications or make them available to you electronically.

You agree and your application for or use of the account will be considered your written agreement that we may provide communications to you by any lawfully permitted electronic means, including e-mail, posting communications on an American Express website (including www.americanexpress.ca) or other website of a third party service provider, making communications available to you through links provided on a statement or other notice, or any combination of these or other means and you hereby designate the information systems to which all such communications may be provided by us to you as the information systems through which you will receive such communications.

This means that we can provide statements, notices, changes to this agreement and other communications to you electronically.

You agree that it is your responsibility to access and retain copies of all electronic communications that we may provide to you. You and the company agree not to dispute any electronic communication on the basis that it was not in writing or was not signed. Your agreement that we may provide communications by electronic means will survive termination of this agreement.

All mailed communications will be deemed received 5 business days after the date of the mailing unless you actually receive it earlier or when received in the case of a communication delivered by hand. All electronic communications that we provide to you will be deemed to be received by you once the electronic communication enters the information system designated for the receipt of electronic communications even if you do not access the electronic communication for any reason.

This agreement incorporates all contact information relating to you and the company that you have provided to us or authorized us to collect from third parties. You must inform us immediately if you change the place of residence, address or other contact information (such as postal, e-mail address, and telephone number) you have given to us, including any changes to supplementary cardmember and company details. We may make changes to your account without further notice based on the place of residence as set out in this agreement. For example, your minimum payment is determined by the province of residency. Please refer to the information box and disclosure statement for more information on how we determine your minimum payment.

We are not responsible for any failure to receive any communication (including a statement) if we send it to the address or in accordance with other contact information for your account appearing in our records. You must inform us if you want an address or other contact information to apply to more than one account with us.

You and the company must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your account. You and the company also agree to give us any additional information and support documentation that we reasonably request or as required by law.

NO WAIVER OF OUR RIGHTS

If we fail to exercise any of our rights under this agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED

Subject to applicable law, if you have a complaint or problem with a merchant or any goods and services charged to your account, you must still pay all charges on your account and settle the dispute directly with the merchant.

However, if you have any question, problem or dispute concerning your account statement, you should contact us and we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve the dispute.

ASSIGNMENT OF CLAIMS

Although we may have no obligation to do so, if we credit your account in relation to your claim against a third party such as a merchant, you and the company are automatically deemed to have assigned and transferred to us any rights and claims (excluding tort claims) against any third party for the amount we credited to your account. After we credit your account, you and the company agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your account. You and the company also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting your account on any occasion does not obligate us to do so again.

EXAMPLES

When we provide examples in this agreement, they do not limit the provisions of this agreement. The terms *includes*, *such as* and *for example* mean, respectively, *includes without limitation, such as but without limitation* and *for example but without limitation*.

TAXES, DUTIES AND EXCHANGE CONTROL

You and the company must pay any government tax, duty or other amount imposed by law in any country in respect of the card, any charge on your account or any use of the account by you or any supplementary cardmember.

LIMITATION OF OUR LIABILITY

We are not responsible or liable to you, any supplementary cardmember or the company for:

- any delay or failure by a merchant to accept the card,
- goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account,
- any costs, damages or expenses arising out of our failure to carry out our obligations under this agreement if that failure is caused by a third party or because of a systems failure, data processing failure, industrial dispute or other action outside our control, and
- loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

For example, we will not be liable to you, any supplementary cardmember or the company for any malfunction or failure of the card or refusal by a merchant to accept the card.

QUEBEC DISCLOSURES

The following section only applies to residents of Quebec that are consumers under the Quebec Consumer Protection Act.

Clause required under the Consumer Protection Act. (Open credit contract for the use of a credit card)

(1) If you use all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, you may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if we collaborated with the vendor, lessor, contractor or service provider with a view to granting credit, plead against us any ground of defence urgeable against any such vendor, lessor, contractor or service provider.

You may also, in the circumstances described in the first paragraph, exercise against us, or against an assignee, any right exercisable against the vendor, lessor, contractor or service provider if any such vendor, lessor, contractor or service provider is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. We or the assignee is then responsible for the performance of the obligations of the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to us at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment we received if we assigned the debt.

(2) If you are solidarily liable with another consumer for the obligations arising from an open credit contract, you are released from the obligations resulting from any use of the open credit account after notifying us in writing that you will no longer use the credit extended and that you no longer intend to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing us proof, on that occasion, that you informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by you must be applied to the debts contracted before you send us the notice.

(3) If you enter into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract you may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, we must cease debiting your account to make payments to the merchant.

(4) You are not liable for debts resulting from the use of a credit card by a third person after we have been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by you. Even if no notice was given, your liability for the unauthorized use of a credit card is limited to \$50. You are held liable for the losses incurred by us if we prove that you committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, we must send you a statement of account. We are not required to send you a statement of account at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If you make a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from you on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) You may demand that we send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. We must send the copy of the vouchers requested within 60 days after the date you have sent your request.

(8) Until you receive a statement of account at your address or at your technological address if you have expressly given your authorization, we must not claim credit charges on the unpaid balance, except as regards money advances.

It is in your interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

If you have a complaint about compliance with consumer protection laws, contact the Financial Consumer Agency of Canada (FCAC). For more information, please see the “Financial Consumer Agency of Canada” section of this agreement.

Other authorized consumers are not solidarily liable for use of the account. For example, a supplementary cardmember is an authorized user on your account, however the supplementary cardmember is not liable to us for any charges to your account. Please see the “Supplementary Cardmembers” section of this agreement for additional details.

Other Important Information

AMEX BANK OF CANADA - COMPLAINT HANDLING PROCEDURES

We strive to be the world’s most respected service brand and try very hard to ensure that your business is handled in an efficient and courteous manner. If, however, we have not met your expectations and you have a complaint that you wish to bring to our attention, we encourage you to follow the procedures outlined here to help us address your concern.

Step One: We can help, tell us about your concern

If you have a complaint, please contact one of our Customer Care Professionals at the telephone number shown at the end of this booklet.

You may also write to us at the address shown at the end of this booklet. Please make sure to address your letter to the attention of the **Manager of Customer Service**.

Step Two: Elevate your concern

If your concern is not resolved to your satisfaction by Customer Service, you should write to us at the address shown at the end of this booklet. Please make sure to address your letter to the attention of the **Manager of Customer Care Support**.

Please see the “Timelines” section below.

Step Three: Contact the Amex Bank of Canada Chief Complaints Officer

If the issue remains unresolved, you may contact the internal Amex Bank of Canada Chief Complaints Officer.

	<u>In Canada/U.S. (toll-free)</u>	<u>From outside of Canada/U.S.</u>
Telephone:	1-888-301-5312	(437) 836-7400 (call collect)
Fax:	1-855-683-3769	(647) 259-8770
TTY:	1-866-529-1344	
Website:	www.americanexpress.ca/complaints	

You may also write to the Chief Complaints Officer at the address shown at the end of this booklet. Please make sure to address your letter to the attention of the **Amex Bank of Canada Chief Complaints Officer**.

Please see the “Timelines” section below.

Timelines:

We work hard to ensure that your complaint is acknowledged and investigated in a timely manner. If you have not followed the complaint escalation steps as outlined above, we may forward your concern to the appropriate complaint handling level for investigation and response.

Once your complaint reaches Step Two, we will do our best to provide a response detailing your concern and the appropriate resolution or explanation within 90 days. In the event that we are unable to respond within that time period, a notice will be provided to you estimating the completion date of the investigation.

We encourage you to use our internal complaints handling process first. However, 90 days after reaching Step Two you have the right to contact the Ombudsman for Banking Services and Investments (*OBSI*). *OBSI* may contact the Amex Bank of Canada Office of the Chief of Complaints to facilitate the earliest possible resolution of your complaint.

Obtaining a status on your complaint

At any time during the complaint handling process, you can obtain an up-to-date status of your complaint, including which step in the process your complaint is in and what the next step is by calling the telephone number shown at the end of this booklet.

Elevating your complaint outside of Amex Bank of Canada

Once the Amex Bank of Canada Office of the Chief of Complaints has provided a decision on your complaint and you are still not satisfied, the Ombudsman for Banking Services and Investments (*OBSI*) can provide you with information and a further review of your complaint. Please note that you may contact *OBSI* earlier as set out in the “Timelines” section.

The Ombudsman for Banking Services and Investments can be reached at:

20 Queen Street West
Suite 2400, P.O. Box 8
Toronto, Ontario, M5H 3R3

Toll-free Telephone:	1-888-451-4519	Local: 416-287-2877
Toll-free Fax:	1-888-422-2865	Local: 416-225-4722
Email:	ombudsman@obsi.ca	
TTY:	1-855-889-6274	
Website:	www.obsi.ca	

FINANCIAL CONSUMER AGENCY OF CANADA

If you have a complaint in respect of the disclosure of or the manner of calculating the cost of borrowing or any other consumer protection provision, you may contact the Financial Consumer Agency of Canada (*FCAC*) by writing to the address given below. The *FCAC* supervises federally-regulated financial institutions to ensure they comply with consumer protection laws. The *FCAC* also helps educate consumers and monitors industry codes of conduct and public commitments designed to protect the interests of consumers.

Federal consumer protection laws affect you in a number of ways. For example, financial institutions must provide you with information about their fees, interest rates and complaint handling procedures.

You can reach the FCAC by:

Toll-free Telephone: 1-866-461-FCAC (3222) for services in English
1-866-461-ACFC (2232) for services in French
Toll-free Fax: 613-941-1436
Email Address: info@fcac-acfc.gc.ca
Website: <https://www.canada.ca/en/financial-consumer-agency.html>
(see "contact us" section)
By Writing: Financial Consumer Agency of Canada
6th Floor, Enterprise Building
427 Laurier Ave. West
Ottawa, ON K1R 1B9

The FCAC will determine whether the financial institution is in compliance. It will not, however, resolve individual consumer complaints.

VOLUNTARY COMMITMENTS AND CODES OF CONDUCT

For a complete listing of the Voluntary Commitments and Codes of Conduct to which Amex Bank of Canada subscribes, please visit our website at www.americanexpress.ca/codes or write to us at the address shown at the end of this booklet and ask for a copy. Please make sure to address your letter to the attention of the **Manager of Customer Service**.

For the most recent version of these Complaint Handling Procedures, please go to www.americanexpress.ca/complaints.

AEROPLAN PROGRAM INQUIRIES, TERMS AND CONDITIONS AND AEROPLAN AND AIR CANADA PRIVACY POLICIES

For information regarding accumulation or redemption of your Aeroplan points, and benefits:

Address: Aeroplan Centre
PO BOX 24000,
Station Pointe-Claire-Dorval
Pointe-Claire, QC H4Y 1K4

Telephone: From anywhere in North America: 1-800-361-5373
Montréal: (514) 395-0300

Website: aircanada.com/aeroplan

For information regarding Air Canada's Privacy Policy: www.aircanada.com/privacy

For information regarding Aeroplan's Privacy Policy: www.aircanada.com/aeroplan-privacypolicy

For Aeroplan Program terms and conditions: www.aircanada.com/aeroplan-termsandconditions

Earning Aeroplan Points, Annual Worldwide Companion Pass and Status Qualification Boost through the use of your American Express® Aeroplan®* Business Reserve Card

The following terms and conditions govern how Aeroplan points (*Aeroplan points*) earned in the Aeroplan program (the *Aeroplan program*), managed by Aeroplan Inc. (*Aeroplan*), may be earned through purchases charged to your American Express Aeroplan Business Reserve Card issued by Amex Bank of Canada (*we, us or our*).

The Aeroplan program is subject to separate terms and conditions (*Aeroplan program terms*) from Aeroplan. These terms and conditions are in addition to

the Aeroplan program terms. For Aeroplan program terms and conditions see “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section above.

If you are an existing cardmember, this version of the terms and conditions may contain amendments and revisions. These terms and conditions contain a limitation of liability clause which limits our responsibility and liability. Please refer to the “Limitation of Liability” section of these terms and conditions.

WORDS YOU WILL WANT TO KNOW

In these terms and conditions:

- “Aeroplan account” means your Aeroplan program account with Aeroplan for your points.
- “Aeroplan number” means the account number associated with your Aeroplan account.
- “agreement” means the American Express Aeroplan Business Reserve Card cardmember agreement.
- “benefits” means the applicable Aeroplan benefits included with your American Express Aeroplan Business Reserve Card that are provided by Air Canada.
- “card account” means the American Express Aeroplan Business Reserve Card from American Express.
- “cash equivalent transaction” means using your card account to obtain or forward cash or something that is easily converted into cash. Examples include: purchases of foreign currency, gift cards (purchasing and reloading), travellers’ cheques, money orders, bank drafts, casino gaming chips, wire transfers and all similar transactions. It also includes balance transfers, cash advances, person to person payments, and the use of credit card cheques and other similar devices or offerings, whether offered by us or through a third party. All these transaction examples may not be available for all card accounts.
- “earn rate” means the number of Aeroplan points you can earn for each Canadian dollar of purchases made on your card account.
- “including” means including without limitation.
- “net purchases” means purchases minus any credits, returns and other adjustments.
- “purchases (or purchase)” means all goods or services charged to your card account except for items submitted to us or recognized by our systems as being purchases of or charges for travellers’ cheques or foreign currencies, balance transfers, Amex cheques, funds advances, interest, annual fees and/or other fees or charges.
- “no fee supplementary card” means a card issued to a supplementary cardmember that is an authorized user of your account but does not have access to most of the benefits included on your card account.
- “supplementary card” means a card issued to a supplementary cardmember that is an authorized user of your account and has access to certain benefits included on your card account.

Words and terms that are defined in the agreement are used with the same meaning in these terms and conditions, except for the definition of “supplementary card”.

ELIGIBILITY AND ENROLLMENT

To participate, cardmembers must be individuals who reside in Canada. Corporations, partnerships and other entities are not eligible to participate. Eligible cardmembers must be enrolled with Aeroplan in the Aeroplan program in order to participate.

We may disqualify any person from participating or terminate any person's participation in earning Aeroplan points and other benefits through a card account at any time with or without a reason and without giving you notice including if you are in default under the agreement.

We are entitled to rely upon and use any Aeroplan number that you provide to us. However, a number that you provide may be validated by Aeroplan including that it is a valid number or matches the cardmember's name.

We are also entitled to rely upon and use any Aeroplan number that is provided to us by Aeroplan as your Aeroplan number regardless of any number that you have previously provided to us.

To be eligible to earn your Aeroplan points or use your benefits, your Aeroplan number must be linked to your card account. Your name and Aeroplan number must be included on the eligible Air Canada reservation and both must be identical to the name and Aeroplan number associated with your Aeroplan account to use your benefits. For a supplementary cardmember issued a supplementary card, to be eligible to use your benefits, an Aeroplan number must be linked to their supplementary card account. The supplementary cardmember's name and Aeroplan number must be included on the eligible Air Canada reservation and both must match the name and Aeroplan number associated with their Aeroplan account to use your benefits. No fee supplementary cards do not have access to Air Canada and other benefits. Supplementary cards and no fee supplementary cards are eligible to earn Aeroplan points for the basic cardmember. Aeroplan accounts, card accounts and supplementary card accounts must be in good standing. To link your account please see the "American Express Cardmember Service" section to contact us.

ABOUT EARNING AEROPLAN POINTS

How Many Aeroplan points you can Earn for your Purchases

Participating cardmembers must qualify monthly to earn Aeroplan points. Subject to these terms and conditions and the Aeroplan program terms, your card account must be in good standing in order to qualify to earn Aeroplan points.

Aeroplan points are collected subject to these terms and conditions and the Aeroplan program terms. Subject to these terms and conditions, Aeroplan points are calculated on purchases posted to your card account at the applicable earn rates as calculated using the methods described in these terms and conditions. You will earn Aeroplan points on all eligible transactions. Eligible transactions are purchases made using your Card, except for the transactions described in the section below called "When you will not earn Aeroplan points".

We may also offer bonus earn rates, or the ability to earn bonus Aeroplan points (which may be subject to a cap), as a feature or as a limited time promotion. For example, you could earn bonus Aeroplan points on purchases charged to your card at specified merchants or at eligible merchants in specified categories of merchants. Offers to earn bonus Aeroplan points based on a specified category of merchants would be subject to additional terms, conditions and exclusions to be provided with the offer.

When you will not earn Aeroplan Points, Annual Worldwide Companion Pass

and Status Qualification Boost

Unless otherwise stated, you will not earn Aeroplan points, Annual Worldwide Companion Pass and Status Qualification Boost for the following:

- interest
- card fees
- cash equivalent transactions, whether or not they appear as purchases on your monthly statement
- balance transfers and credit card cheques, if available on your card account
- program enrollment fees, as applicable
- cash advances
- purchasing foreign currency
- Aeroplan points, Annual Worldwide Companion Pass or Status Qualification Boost earned in any way that breach or that are not intended to be earned by these Terms and Conditions or any other terms you are subject to
- any other transaction we tell you is excluded from earning Aeroplan points
- charges processed, billed or prepaid to your card account prior to your enrolment in the Aeroplan program

You agree that you are not entitled to earn Aeroplan points, Annual Worldwide Companion Pass or a Status Qualification Boost for transactions in any of the categories listed above. If we award Aeroplan points, Annual Worldwide Companion Pass or Status Qualification Boost for a transaction in one of these listed categories, we will be entitled to deduct them from your Aeroplan account or revoke the Annual Worldwide Companion Pass or Status Qualification Boost. If you receive Aeroplan points or benefits in error and then take steps to repeat the transaction type we may, at our discretion, consider that to be abuse related to the Aeroplan program. If you applied for multiple cards to earn Aeroplan points or other benefits, if you cancelled or downgraded your card account after acquiring it, or if you cancelled or returned purchases you made to earn Aeroplan points, we may, at our discretion, consider that to be abuse related to the Aeroplan program and other benefits.

Earn Rates

Your earn rate will depend on which card you have. Subject to these terms and conditions, the effective earn rate for every \$1 in purchases is as follows:

For American Express Aeroplan Business Reserve Card

- 3 Aeroplan points for every \$1 of eligible Air Canada purchases charged to your card account
- 2 Aeroplan points for every \$1 of eligible Hotel and Car Rental purchases
- 1.25 Aeroplan points for every \$1 of other card purchases

Eligible Air Canada purchases means only those Air Canada purchases made directly with Air Canada as the merchant. It also includes Air Canada Vacations packages purchased directly from Air Canada. However, not every Air Canada purchase is eligible. The earn rate is 1.25 Aeroplan points for every \$1 in card purchases (and not 2 or 3 Aeroplan points) if the Air Canada purchase is not made directly with Air Canada. This may happen if you make an Air Canada purchase using your card at another merchant or service provider that sells Air Canada goods or services. For example, purchasing (i) Air Canada tickets from an online website other than Air Canada, through a travel agent including American Express Travel Services, or as part of a vacation package from

another merchant, (ii) Air Canada gift cards, or (iii) Air Canada Maple Leaf Club memberships.

If you make a purchase through Air Canada with another merchant such as a hotel or car rental booking on the aircanada.com website, it is not an Air Canada purchase and the earn rate is 1.25 Aeroplan points for every \$1 in card purchases (and not 2 or 3 Aeroplan points).

Eligible hotel & car rental purchases are purchases at American Express merchants whose primary business is hotel and lodging or car rental as categorized on American Express Systems. Eligible purchases are bookings made directly with the car rental or hotel as the merchant and paid for with your Card. Purchases made through American Express Travel Services are also eligible. Purchases made through Air Canada, Air Canada Vacations, travel agencies (other than American Express Travel Services), tour operators, and online travel sites are not eligible.

Bonus earn rates including Air Canada, hotel and car rental purchases will not apply, or you will not earn extra points, if a merchant category for a purchase is not identified. This may happen when the transaction information we receive does not come directly from the merchant, for example, when the purchase is made:

- using your payment account with a third party,
- using your card at an online retailer that sells goods and services of other merchants, or
- if the merchant uses a third-party payment service, such as a card reader attached to a mobile phone.

How We Calculate Aeroplan Points Earned

To calculate how many Aeroplan points you earn, we multiply the Canadian dollar value of each eligible transaction by the earn rate. If the result includes a fraction of an Aeroplan point, we round up or down to the nearest whole Aeroplan point. A fraction of one Aeroplan point is rounded up from and including .50 Aeroplan points and rounded down if it is less than .50 Aeroplan point. Therefore, we will disregard and not accumulate a fraction of one Aeroplan point that is less than .50 Aeroplan points.

Returns, Credits and Adjustments

If you choose to return a purchase or are otherwise entitled to a credit or adjustment that is related to a purchase, your entitlement to Aeroplan points will be reduced accordingly. We will multiply the Canadian dollar amount of the applicable return, credit or adjustment by the earn rate in effect at the time of the return, credit or adjustment, and round the amount up or down on the same basis as when Aeroplan points are earned. This means the Aeroplan points deducted from your balance may be different from the amount originally earned. For example, if you make a purchase for \$1,000 at an earn rate of 1.25 points/\$1, you will have originally earned 1,250 Aeroplan points. If you return the purchase when a bonus earn rate of 2 points/\$1 is in force, the amount of Aeroplan points deducted will be 2,250. Where purchases are made in a foreign currency and subsequently returned, fluctuations in the exchange rate could also result in a difference between the Aeroplan points deducted and that which was originally earned. Depending on your Aeroplan points balance at the time of the return, credit or adjustment, the amount deducted could result in you having a negative Aeroplan points balance. You would then have to earn Aeroplan points if you wanted to bring your Aeroplan points balance to zero.

Below are examples of the amount of Aeroplan points earned on several transaction types for the American Express Aeroplan Business Reserve Card

Transaction #1:

\$100 purchase x 1.25 = 125 Aeroplan points;

Transaction #2:

\$9.10 purchase x 1.25 = 11.38 (rounded down to 11 Aeroplan points);

Transaction #3:

\$19.98 purchase x 1.25 = 24.98 (rounded up to 25 Aeroplan points);

Transaction #4:

\$750 for a cash equivalent transaction: not considered a “purchase”, so no Aeroplan points earned;

Transaction #5:

\$8.08 eligible Air Canada purchase x 3 = 24.24 (rounded down to 24 Aeroplan points);

Transaction #6:

\$58.91 eligible Hotel and Car Rental purchases x 2 = 117.82 (rounded up to 118 Aeroplan points);

Transaction #7:

\$324 purchase (Air Canada flight booked through an online website other than Air Canada, therefore not eligible) x 1.25 = 405 Aeroplan points

Monthly Aeroplan Points Earned:

125 + 11 + 25 + 24 + 118 + 405 = 708 Aeroplan points

WHEN YOU MIGHT LOSE AEROPLAN POINTS YOU HAVE EARNED

The following chart summarizes when your Aeroplan points could be lost and if they can be returned.

FORFEITURE OF AEROPLAN POINTS BEFORE THEY ARE TRANSFERRED TO YOUR AEROPLAN ACCOUNT			
	If You Do Not Make your Required Minimum Payment Due on Time	When You Cancel your Card	When We Cancel your Card
What Happens to your Aeroplan points?	We will deduct the Aeroplan points earned in the previous billing period from earned or future issued Aeroplan points	Your Aeroplan points will be transferred to your Aeroplan account after your next billing statement when you cancel your Card if your card account is in good standing	Any Aeroplan points not yet transferred to your Aeroplan account are immediately lost
How to Avoid Losing Your Aeroplan points?	Make your minimum payment due on time	Same as above	You cannot avoid losing your Aeroplan points not yet transferred to your Aeroplan account

Can You Request Lost Aeroplan points to be reinstated?	Yes	No, once your card account is cancelled you can no longer reinstate Aeroplan points not yet transferred to your Aeroplan account	No, once your card account is cancelled you can no longer reinstate Aeroplan points not yet transferred to your Aeroplan account
Are there any fees to have my Aeroplan points reinstated?	Yes, the fee per online request for each monthly reinstatement and the fee per telephone request for each monthly reinstatement is set out in the information box and disclosure statement.	Reinstatement not available	Reinstatement not available

You are required to keep your account in good standing. If we do not receive the required payment due on a billing statement by the payment due date, the Aeroplan points that could have been earned for that monthly period will be forfeited. This includes any Aeroplan points earned or credited during that monthly period including any Aeroplan points that were earned at a bonus earn rate. Forfeited Aeroplan points will be deducted from the next monthly Aeroplan points totals, and the deduction will appear on the statement immediately after the statement on which the Aeroplan points rewards were originally added. If you forfeit Aeroplan points for a month's purchases and then later return one of the purchases from that month, the Aeroplan points associated with that purchase will be deducted again, this time in accordance with the "Returns, Credits and Adjustments" section above.

If you miss a payment and forfeit Aeroplan points you can start earning Aeroplan points again from the date of your next billing statement as long as you pay your new required payment by the payment due date. If you don't, you will continue to forfeit Aeroplan points each time we do not receive your required payment due. In all cases, the forfeited Aeroplan points will be for the monthly period corresponding to the missed required payment.

Example: For your April billing cycle (March 26th – April 25th), your purchase transactions earn you 500 Aeroplan points. The monthly earn of 500 Aeroplan points is transferred to your Aeroplan account and will be shown on your April 25th billing statement. If you do not make your minimum due payment by the payment due date (for example, you pay on May 20th when your payment due date is May 16th), the amount of 500 Aeroplan points will be forfeited and therefore deducted from any Aeroplan points earned from purchase transactions made during your May billing cycle (April 26th – May 25th).

For your May billing cycle, your purchase transactions earn you 750 Aeroplan points. The 500 Aeroplan points forfeited are deducted from your monthly earn of 750 Aeroplan points, and 250 Aeroplan points are transferred to your Aeroplan account as shown on your May 25th billing statement. The 500 Aeroplan points will remain forfeited unless you obtain a reinstatement of the Aeroplan points, in accordance with the section "Reinstatement of Forfeited Aeroplan points".

Reinstatement of Forfeited Aeroplan Points

Aeroplan points that have been forfeited may be reinstated if:

- Your Aeroplan points account is in good standing,
- You make a request to return Aeroplan points within 120 days of the date of the card statement showing the balance was forfeited, and
- You pay the reinstatement fee, which is set out in the information box and disclosure statement.

Each monthly Aeroplan points reinstatement must be requested separately.

For example, if you requested reinstatement of two separate months' forfeited Aeroplan points balances using our online service, you will be required to pay the reinstatement fee twice.

If you do not follow the specific procedure set forth above for reinstating Aeroplan points, the Aeroplan points will not be reinstated. For example, any funds you send to us or payments made to your account will not be applied as a reinstatement fee and your Aeroplan points will not be reinstated unless the specific procedure for reinstatement is followed.

Air Canada Travel Benefits

Annual Worldwide Companion Pass

The Annual Worldwide Companion Pass is a benefit provided by Air Canada and can be earned by the following card product: American Express Aeroplan Business Reserve Card.

How We Calculate Annual Worldwide Companion Passes Earned

The Annual Worldwide Companion Pass earned on your card account entitles you to buy a companion ticket for a fixed base fare starting from \$99 to \$599 (plus applicable taxes, fees, charges and surcharges). The base fare may change from time to time.

Air transportation services on Air Canada are subject to Air Canada's General Conditions of Carriage & Tariffs (www.aircanada.com/conditionsofcarriage) in effect at the time of booking.

Your card account "anniversary date" will be the annual reset date (the *reset date*) for earning the Annual Worldwide Companion Pass. The reset date will be shown on the monthly statement for your card account. Subject to these terms and conditions, you can earn the Annual Worldwide Companion Pass as follows:

- if you reach an annual net purchases threshold of \$25,000 (less any returns, credits and adjustments) prior to the reset date, you will receive an Annual Worldwide Companion Pass, and
- Annual Worldwide Companion Pass may take up to 8 to 10 weeks after your reset date each year to be available in your Aeroplan account for redemption at time of purchase and it must be used within one year after being made available or it will expire.

A particular purchase must have a transaction date that is prior to the reset date and must be posted to your account in order to be considered in the calculation of the net purchases threshold.

On each reset date, the calculation of the annual net purchases threshold ends, resets to zero, and you must qualify again in the new annual period to receive the Annual Worldwide Companion Pass. Purchases transacted on the reset date will be included in the calculation of net purchases for the next annual period and not the previous annual period.

Basic cardmembers are eligible to receive only one Annual Worldwide Companion Pass in a given 12 month period prior to the reset date. If your card

account is cancelled, any Annual Worldwide Companion Pass starting at the base fare detailed above will be forfeited.

The Annual Worldwide Companion Pass entitles a companion to accompany the basic cardmember starting at the base fare detailed above, when the basic cardmember books a published economy fare on a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand.

Air Canada is responsible for providing the Annual Worldwide Companion Pass starting at the base fare detailed above.

Companion will be responsible to pay the companion's base fare and all applicable taxes, fees and charges.

Returns, Credits and Adjustments

In the case of returns or adjustments that reduce the amount of net purchases below a previously achieved threshold for which an award was not previously awarded,

- (i) You will not be eligible to earn additional Annual Worldwide Companion Passes for reaching the annual net purchases threshold previously reached, and
- (ii) the Annual Worldwide Companion Pass will be forfeited if we decide to do so.

Supplementary cardmembers are not eligible to receive Annual Worldwide Companion Passes. All eligible spend by supplementary cardmembers will count towards the basic cardmember's spend.

Status Qualification Boost

Aeroplan Elite Status is a benefit provided by Air Canada and is available upon achievement of a Status Qualification Boost. Status Qualification Boosts are available for the following card product: American Express Aeroplan Business Reserve Card.

All Aeroplan Elite Status terms, conditions and restrictions apply and can be reviewed at www.aircanada.com/elite-termsandconditions.

How We Calculate Status Qualification Boosts Earned

The net purchases threshold required for earning Status Qualification Boosts depends on which card product you have. Subject to these terms and conditions, you can earn 1,000 Status Qualifying Miles (SQM) and 1 Status Qualifying Segment (SQS) when you reach the following threshold:

Card Type	Benefit Rules
American Express Aeroplan Business Reserve Card	Receive (1,000 SQM + 1 SQS) per \$5,000 in net purchases charged to the card

Subject to these terms and conditions, if you reach the net purchases threshold for your card product as outlined above, you will receive 1,000 SQM and 1 SQS. Purchases must be posted to your card account in order to be included in the calculation of the net purchases threshold. For each net purchases threshold reached, the calculation of the net purchases threshold ends, resets to zero and you must qualify again to earn another 1,000 SQM and 1 SQS. After being earned, it may take up to or greater than 3 days for the Status Qualification Boost to be received in your Aeroplan account and appear on your statement and for you to be eligible to receive this benefit from Air Canada. Status Qualification Boost may appear on your statement as "Earned 1,000 SQM+1 SQS".

Air Canada is responsible for providing Status Qualification Boosts.

Returns, Credits and Adjustments

In the case of returns, credits or adjustments that reduce the amount of net purchases below a previously achieved threshold for which SQM and SQS was not previously awarded, you may not earn the SQM and SQS, but if you were awarded SQM and SQS, the amount deducted could result in you having negative net purchases and you will have to make purchases if you wanted to bring your net purchases to zero before earning towards your next SQM and SQS.

Supplementary cardmembers are not eligible to receive Status Qualification Boosts. All eligible spend by supplementary cardmembers will count towards the basic cardmember's spend.

GENERAL

Aeroplan points will only be issued to the basic cardmember and will be recorded on the basic cardmember's Aeroplan points summary. Information about Aeroplan points earned in respect of a card account will be provided only to or with the permission of the basic cardmember. Purchases charged to the card account by a supplementary cardmember or no fee supplementary cardmember will be included in the calculation of Aeroplan points on the Aeroplan points summary of the basic cardmember. This is because supplementary cards and no fee supplementary cards are issued on the basic cardmember's card account. Aeroplan points issued to a basic cardmember for purchases made through the use of supplementary cards and no fee supplementary cards by supplementary cardmembers do not give such supplementary cardmembers rights against us or against Aeroplan in relation to the Aeroplan program.

Promotions

We may but are not obligated to offer special promotions or additional opportunities to earn Aeroplan points at an earn rate and on the terms and conditions as we may determine from time to time.

Cancelling, Reversing or Deducting Points and Benefits

Aeroplan points not properly issued may be cancelled or reversed. If you are considered to be in default under the cardmember agreement, if there is reason to believe that you caused or allowed a breach of the conditions of use of the card or a breach of the Aeroplan program terms or these terms and conditions, or for any other reason. Aeroplan points may (i) not be issued, (ii) cancelled if already issued, or (iii) deducted if previously issued to you. Benefits not properly issued may also be revoked including the Annual Worldwide Companion Pass or Status Qualification Boost.

Except as otherwise provided in these terms and conditions, Aeroplan points that were not issued because your card account was not in good standing will not subsequently be issued if your card account returns to good standing.

Aeroplan points may not be issued or may be deducted in an amount equal to any Aeroplan points earned by you in respect of a billing period for which we did not receive the required monthly payment due by the payment due date (a *Missed Payment*), regardless of subsequent returns or adjustments. This includes Aeroplan points earned in relation to purchases, bonus Aeroplan points, or any other Aeroplan points.

Aeroplan points may be deducted from earned or future issued Aeroplan points if the Aeroplan points being deducted for a Missed Payment or otherwise are not fully offset by Aeroplan points earned on new purchases. In that case, no additional Aeroplan points will be earned until the amount of additional purchases offsets the amount of the deducted Aeroplan points.

Provided your card account has not been suspended or cancelled or no more than 120 days have elapsed from and including the date the Aeroplan points were not issued or deducted, you may request that the Aeroplan points be reinstated. If your request is approved, the applicable Aeroplan points reinstatement fee as set out in the information box and disclosure statement for your card account is payable and will be charged to your card account. A separate reinstatement fee is payable in respect of each billing period for which Aeroplan points are reinstated.

Changes We Can Make

We may assign the enrollment date and change the anniversary date without notice to you. Transactions made prior to the end of a billing period or an annual period may not result in Aeroplan points being credited to or deducted from your Aeroplan points summary until the next billing period or annual period, even if these transactions have already been posted to the card account billing statement.

We may create other earn rates, membership categories, benefits and offers from time to time and to change, withdraw or terminate any earn rates, membership categories, benefits and offers. If Aeroplan permits, we reserve the right to deduct Aeroplan points that have already been issued and recorded in your Aeroplan account with Aeroplan.

STATEMENTS

Your Aeroplan points summary provides a statement of the total Aeroplan points credited and deducted during the period covered by your Aeroplan points summary. This is not necessarily the same period as your billing statement.

Aeroplan points cannot be redeemed and an Annual Worldwide Companion Pass or Status Qualification Boost will not be made available until the Aeroplan points are issued and recorded in your Aeroplan account by Aeroplan or benefit eligibility is received by Aeroplan. Subject to our right to cancel Aeroplan points, records maintained by us or on our behalf in respect of Aeroplan points, Annual Worldwide Companion Pass or Status Qualification Boost earned through purchases will be conclusive except for manifest error.

All discrepancies regarding Aeroplan points, Annual Worldwide Companion Pass or Status Qualification Boost must be brought to our attention within 30 days of the closing date shown on the Aeroplan points summary for which adjustment is sought. All questions or disputes regarding eligibility of a card account or eligibility of any transactions for Aeroplan points or other benefits will be resolved by us and this is our decision alone.

TRANSFER OF AEROPLAN POINTS

Aeroplan points do not constitute property of the cardmember and cannot be assigned, traded, willed, transferred from cardmember to cardmember, or from card account to card account or otherwise transferred other than with our consent or with the consent of Aeroplan, which consent may be withheld by us or Aeroplan. Before Aeroplan points are issued and recorded in your Aeroplan account by Aeroplan, our consent is required. After Aeroplan points are issued and recorded in your Aeroplan account by Aeroplan, the consent of Aeroplan is required.

TAXES AND FEES

We are not responsible for any tax implications that may be associated with your participation in the Aeroplan program, including your earning and redeeming Aeroplan points.

Additional fees and other charges apply or may be imposed in respect of the Aeroplan program, the redemption of Aeroplan points and goods and services

supplied or requested in connection with the Aeroplan program. All such fees and other charges from time to time are solely your responsibility.

LIMITATION OF LIABILITY

We do not operate the Aeroplan program or the benefits provided by Aeroplan or Air Canada and we do not redeem Aeroplan points. Aeroplan and Air Canada will not be treated as our agents for any purpose. The Aeroplan program and the benefits are subject to terms, conditions, exclusions, limitations and fees. The Aeroplan program and the benefits may be changed or terminated at any time, for any reason, with or without notice. It is your responsibility to keep up to date on the terms and conditions and all other particulars of the Aeroplan program and the benefits.

We are not responsible whatsoever for the Aeroplan program or the benefits or any obligation in connection with it or its operation including,

- (i) non-receipt of instructions to enroll a cardmember into the Aeroplan program or the benefits, for whatever reason,
- (ii) delay in completing enrollment of a cardmember in the Aeroplan program or the benefits, for whatever reason,
- (iii) unauthorized redemption of Aeroplan points,
- (iv) failure or delay by Aeroplan, Air Canada or any other person to redeem Aeroplan points or to provide any goods and services (including any travel services or benefits), for whatever reason,
- (v) loss or damage caused by goods and services supplied or requested in connection with the Aeroplan program, the benefits or by Air Canada,
- (vi) any changes to the Aeroplan program or the benefits with or without notice including terms and the addition or removal of Aeroplan program partners and suppliers of goods and services,
- (vii) termination of the Aeroplan program or the benefits, with or without notice, for whatever reason, and
- (viii) expiry of or revocation of your Aeroplan points or your participation in the Aeroplan program or the benefits, with or without notice, for whatever reason.

You and the company agree not to make any claims against us for any matter connected in any way with the Aeroplan program, Aeroplan points, the benefits or the goods and services of Aeroplan or Air Canada.

Aeroplan points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against us. You acknowledge and agree that you do not have any rights or claims against us (or any of our affiliates) in respect of the Aeroplan program or Aeroplan points, the benefits or the goods or services redeemed for using Aeroplan points or goods or services of Air Canada.

To the extent permitted by applicable law and subject to any provisions in these terms and conditions which limit our liability, we will not be liable to you or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever whether in contract, tort, strict liability, products liability or otherwise, including, lost revenues, loss of profits or loss or interruption of business.

In no event will we be liable to you for any delay, disruption or failure to perform due to causes beyond our reasonable and foreseeable control, including, any acts of nature or the elements; flood, fire, epidemic, pandemic or explosion; war, hostilities, terrorism or other unrest; governmental or regulatory actions;

embargoes or blockades; emergencies; commercial disturbances; any act or omission of a third party; or other similar events beyond our control.

This provision will survive termination of your participation in the Aeroplan program.

CHANGES

We may change any provision or section of this agreement at any time, including, provisions relating to Words You Will Want to Know, Eligibility and Enrollment, About Earning Aeroplan Points, How Many Aeroplan Points you can Earn for your Purchases, When you will not Earn Aeroplan Points, Annual Worldwide Companion Pass and Status Qualification Boost, Earn Rates, How we Calculate Aeroplan Points Earned, Returns, Credits and Adjustments, When you Might Lose Aeroplan Points you have Earned, Forfeiture of Aeroplan Points Before they are Transferred to your Aeroplan Account, Reinstatement of Forfeited Aeroplan Points, Air Canada Travel Benefits, Annual Worldwide Companion Pass, How we Calculate Annual Worldwide Companion Passes Earned, Status Qualification Boost, and How we Calculate Status Qualification Boosts Earned.

We reserve the right to change the earn rates, calculation of points, eligible Air Canada purchases, eligible hotel and car rental purchases and merchants, and participating card accounts.

We may add or eliminate additional earn rates or eligible card accounts or we may offer other cardmembers a different earn rate or a different calculation of points.

Supplementary cards as we may determine from time to time may participate in the Aeroplan program.

AMEX CANADA PRIVACY CODE

American Express has long recognized and fully accepted our responsibility to safeguard the privacy, confidentiality and security of the personal information entrusted to us. This Privacy Code sets out the privacy policy of Amex Bank of Canada and Amex Canada Inc. (*Amex Canada*), and applies to their products, services and customers (including prospective customers) in Canada. The Code is consistent with the American Express Data Protection and Privacy Principles, which apply to all American Express operations worldwide.

This Code should be read in conjunction with our Online Privacy Statement which is part of the Code and addresses how Amex Canada collects, uses and safeguards the personal information you provide to us online. The Online Privacy Statement describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content.

This Code and our Online Privacy Statement are available on our website. We may update this Code and the Online Privacy Statement and the most recent version will be available at www.americanexpress.ca/privacy.

In this Code “personal information” means any information which relates to an individual and allows that individual to be identified (*Information*).

1. We collect only customer Information that is needed and we tell customers how we use it.

We limit the collection, use, retention, and disclosure of Information about individuals who are customers to what we need to know:

- to initiate and administer their accounts,
- to provide customer services,

- to offer new products and services,
- to understand the current and future needs of our customers and to otherwise analyze and manage our business,
- to assess and manage our credit risk,
- to detect and protect us against error, fraud and other criminal activity,
- to exchange Information with customers who are jointly liable to us,
- to share Information with third party suppliers who provide or participate in services or benefits provided in relation to our products and services,
- in the case of business accounts or business travel, to provide account reports or data about the business account or business travel to a customer's employer or its related businesses or their agents or service providers,
- to comply with any legal and regulatory requirements,
- or for any other purpose for which a customer consents.

We tell our customers about the purposes for which we collect, disclose, use and process Information we collect. We also provide our customers with illustrative descriptions and examples to help them understand the nature of this Information and how it relates to the purposes. For example, the Online Privacy Statement describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content. If requested by the customer, we will provide further explanation.

Nature of Information Collected

The Information we collect will vary by product and can change over time. Here are some examples of the type of Information we collect and how they relate to certain purposes.

The Information we collect from time to time may include:

- Information to identify you such as name, date of birth, contact information, government issued documentation details (for example, a driver's license), and your background (for example, occupation),
- Information about your financial circumstances and behaviour, such as your income, assets, payment history and credit worthiness,
- Information for the provision of products and services (for example, language, travel, lifestyle and other preferences, and information on a loyalty or reward program attached to your product),
- 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), and
- Information about your browsing history and the device you use to browse our websites, mobile applications or other online communications and content and your IP address.

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.

- ***Health Information*** In certain appropriate circumstances, we or others providing services through us may ask for health information for specific services (such as insurance) or requests. This type of

Information will not be used for any purpose other than to address the specific service or request. We will not request or use health information to assess a credit application.

- **Social Insurance Number** Disclosure of Social Insurance Numbers (SIN) to match credit bureau information is optional for credit/charge or other loan products. If you provide your SIN for a credit product, we will use it to match credit bureau/reporting agency information. This allows us to distinguish you from other individuals, particularly those with similar names, and helps ensure the accuracy of the Information collected and reported.
- **Date of Birth** Date of birth is required in certain circumstances to comply with “know your customer” standards, or for security reasons. It also allows us to determine your eligibility for certain products or services.
- **E-mail, Text Message and Other Electronic Communications** We may send customer service and marketing communications to you electronically. Examples of customer service include electronic statement, collection and other notices. We may also provide payment due, account balance, approaching credit limit, payment received and other account alerts.
- **Online Information** We may use online information available through the websites, mobile applications and other online communications and content that you use on its own or combined with other Information we have about you to deliver products and services, prevent fraud, update you about new features and benefits and conduct research and analysis.
- **Travel and Lifestyle Preferences** If you hold a product in which we provide concierge services and travel services offered by Amex Canada Inc., your travel and lifestyle preferences like the individual authorized to make bookings on your behalf, your preferred retailers, restaurants and leisure activities could be used by us to customize, personalize and coordinate concierge and travel recommendations and bookings.

We will review and analyze Information in various ways. For example, we monitor transactions using proprietary techniques to help identify transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective.

This involves our understanding you and your ordinary use of our products and services in order to identify unusual activity. It also includes assessing Information in relation to information from other sources including our own records to detect suspicious patterns or connections.

We are required by law to determine whether we have customers who are politically exposed persons and comply with certain legal requirements. We use Information, publicly available information and commercial databases to determine whether a customer is politically exposed. More information is available at the website fintrac.gc.ca.

When, with your consent, we promote and market to you products and services offered by us or from other well-established companies (*promotions*), each promotion is carefully developed to ensure that it meets our standards. We try to make sure these promotions reach only those customers most likely to take advantage of them. To do this, we develop lists for use by us based on Information you have provided us on your applications, in surveys and other communications, Information derived from how you use our products that may indicate purchasing preferences and lifestyle, as well as Information available from external sources including consumer reports. We may also use that Information, along with non-credit information from external sources,

to develop lists that are used by us. The lists used to send you promotions are developed under strict conditions designed to safeguard the privacy of customer Information.

2. We give customers choices about how their Information will be used.

We give customers the choice of not receiving promotions and marketing offers. These include product and service offers from American Express businesses and those made by other well established companies. This will not limit information we may provide you when you contact us. In addition, we will continue to provide information to our customers in keeping with the nature of their relationship with us.

If you do not wish to receive promotions and marketing offers, please call us at 1-800-869-3016 or you can manage your marketing preferences through Online Services (if enrolled) at www.americanexpress.com/canada/prefEN. You can choose to be excluded from all promotions or from certain promotions based on the partial exclusions that we may make available. Your request will be processed promptly but may not be captured for promotions already in progress.

Subject to legal and contractual restrictions, you can withdraw your consent to our use of your Information at any time with reasonable notice. For example, as described above you may choose not to receive marketing offers or other promotional materials. If you refuse or withdraw your consent for any purpose that is required by us to fulfill our product or service contract with you, we will not be able to provide you, or continue to provide you, with the product or service. In some cases, certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit product from us, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. This is necessary to support and maintain the integrity of the credit granting process. Similarly, you cannot withdraw your consent on matters that are essential to the management of our businesses, including the disclosure of Information when we assign our rights to others such as for the sale or collection of debts.

3. We ensure Information quality.

We use advanced technology, documented procedures, and internal monitoring practices to help ensure that customer Information is processed promptly, accurately and completely. In addition, we prescribe standards of quality from the consumer reporting agencies and others who provide us with Information about prospective customers.

4. We give customers rights to access and correct their Information.

Customers have access to Information that is reasonably available and retrievable in the ordinary course of business. Upon written specific request, we will disclose to customers Information about them that is entered in our records, and customers may correct Information that is inaccurate or incomplete. We will respond to a customer's request, and advise the customer in advance of any charges for copies. Some information may not be accessed if it refers to others, is subject to legal privilege, contains confidential information, cannot be retrieved using a customer's name or account number, cannot be disclosed for legal reasons, or as otherwise permitted by law.

It should be noted that we do not record in customers' individual files when Information was disclosed to third parties for routine purposes such as cheque printing, data processing, storage and regular updating of credit information to credit bureaus.

If we are informed and it is determined that a customer's Information in our files is inaccurate, we will correct it.

Customers may access their Information by writing to us at the address shown at

the end of this booklet. Please make sure to address your letter to the attention of the **Compliance Department, Protection of Personal Information**. We will respond to a written request from you within 30 days of its receipt. If for any reason we do not grant you access, we will provide you with written reasons.

• *Credit Reports*

With your consent, in dealing with you we may obtain and consult credit reports on you prepared by credit reporting agencies. You have rights of access and correction in relation to the files held on you by these agencies by contacting them.

Please write to us at the address shown at the end of this booklet to the attention of the **Compliance Department, Protection of Personal Information** if you wish to obtain the name and address of the agency or agencies from whom we have obtained a credit report about you.

5. We use prudent Information security safeguards.

We limit access to customer Information to those who need the Information to conduct their business responsibilities, to meet our customer servicing commitments, for the purposes set out in this Code or as otherwise disclosed to customers. We employ safeguards designed to protect the confidentiality and security of our customer Information.

6. We limit the disclosure of customer Information.

We will not disclose customer Information to entities other than the Amex Canada entity that collected the Information and its affiliates, and their agents and service providers, unless we have previously informed the customer, have been authorized by the customer, or are permitted or required to do so by law or other regulatory authority.

We are part of a global payment and travel network with affiliates, service providers and agents located both within and outside of Canada. As a result, customer Information may be processed and stored in other countries including the United States. While we use contractual and other measures to ensure protection of customer Information, governments, courts, law enforcement or regulatory agencies in these other countries may be able to obtain disclosure of customer Information through the laws of these countries.

We may disclose customer Information in order to manage our businesses including when we assign our rights to others. This encompasses disclosing on a confidential basis customer Information to parties that may be participating in a proposed or an actual business transaction with us including financings, securitizations, insurance, or the assignment of our rights such as for the sale or collection of debts.

7. We are responsive to customers' requests for explanations.

If we deny an application for our services or end a customer's relationship with us, if requested and to the extent permitted by applicable laws, we provide an explanation. We state the reasons for the action taken and the Information upon which the decision was based, unless the issue involves potential criminal activity.

8. We hold ourselves responsible for our Privacy Code.

Each Amex Canada employee is personally responsible for maintaining customer confidence in the company. We provide training and communications programs designed to educate employees about the meaning and requirements of this Code.

We conduct a combination of compliance self-assessments, internal audits, and may commission outside-expert reviews of our compliance with the Code and the specific policies and practices that support the Code.

Employees who violate the Code or other company policies and practices are subject to disciplinary action, up to and including dismissal. Employees are expected to report violations – and may do so confidentially – to their managers, to their business unit's compliance officer, or by contacting the reporting hotline.

9. We extend the protection under this Privacy Code to our business relationships.

We require companies we select as our business partners to agree to keep our customer Information confidential and secure, to protect the Information against unauthorized access, use, or disclosure by the recipient company, and limit its use to the purposes for which it was disclosed. We also encourage our business partners to respect their customers' Information by adopting strong and effective privacy policies and practices.

In addition, we participate actively in industry associations to advocate development of comprehensive privacy policies and implementation strategies.

10. Our customers' privacy concerns are important to us.

Our Chief Privacy Officer is responsible for ensuring that our day-to-day procedures comply with our Privacy Code.

Questions and Concerns:

If a customer has any questions or concerns, the customer can take the following actions:

- Begin by talking to a customer service representative at Amex Canada.
- If the issue remains unresolved, write to us at the address shown at the end of this booklet. Please make sure to address your letter to the attention of the **Chief Privacy Officer**.

About American Express in Canada

American Express in Canada operates as Amex Bank of Canada and Amex Canada Inc. Both companies are wholly owned subsidiaries of the New-York based American Express Travel Related Services Company, Inc., the largest operating unit of American Express Company.

Amex Bank of Canada issues American Express Cards in Canada, provides American Express merchant services in Canada and provides other financial services.

Amex Canada Inc. is a provider of travel related services in Canada.

Our address is 2225 Sheppard Avenue East, Suite 100, Toronto, ON M2J 5C2. However, you can contact us at the address and phone number shown at the end of this booklet.

American Express® Cardmember Service

For card account inquiries, lost or stolen cards, linking your Aeroplan and card account, or general information, call 24 hours a day:

Telephone Numbers

For American Express® Aeroplan®* Business Reserve Card

From anywhere in Canada/U.S.

1-888-721-1046

1-866-549-6426 (TTY/TDD)

From outside of Canada/U.S. (please call collect)

(905) 474-1271

To link your Aeroplan and supplementary card account, visit:

www.americanexpress.ca/aeroplan-link

Address

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for more information.



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