

# AMEX BANK OF CANADA – CARDMEMBER AGREEMENT AND OTHER IMPORTANT INFORMATION

## American Express® AIR MILES®\* for Business Card

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## **INTRODUCTION**

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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 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**

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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 account secure at all times,
- regularly check that you still have the card in your possession,
- do not let anyone else use the account,
- ensure that you retrieve the card after making a charge, and
- never give out your account 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**

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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, and
- using your card or the account to pay for goods and services ordered from a merchant by telephone, internet or mail.

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 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**

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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 make your required 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.

## **STATEMENTS**

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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 amount 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.

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 25 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.

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 payment is due and the due date.

## **CHARGE CARD / INTEREST CHARGES**

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As a charge card, the balance must always be paid in full each month in which case no interest charges will apply. Payment in full means payment of the total *new balance* shown on your statement.

The interest grace period from the closing date of the current statement to the closing date of the next statement varies and will be 28, 29, 30, or 31 days depending on the number of days in the calendar month in which the current closing date occurs. The payment due date that appears on your statement will be set 6 days before the closing date to allow for payment processing by your financial institution and weekends and holidays. Please see your statement for details.

If we do not receive payment in full of any charge by the closing date of the next statement after the statement on which it first appears, all charges on that statement will be considered delinquent. A delinquent charge remains delinquent until we receive payment in full and we do not allow delinquent charges to remain outstanding. Even if we then 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 charges up until the date that we receive payment in full of that statement. These additional interest charges will appear on your next statement.

If a charge becomes delinquent, interest is charged from and including the day it is made (also called the *transaction date* on your statement), or from and including the first day of the billing period in which it is first charged to your account, if that date is later, 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). The annual interest rate that applies is 30% and the equivalent daily rate is 0.0822% or 0.0820% 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*.

## **NO PRE-SET SPENDING LIMIT**

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Unless we inform you of a spending limit, your account has no pre-set limit for purchases. No pre-set spending limit does not mean unlimited spending. Each purchase is approved based on the total outstanding balance and credit history of all of your accounts established with us, your credit history with other financial institutions and your personal resources and income known by us. Proof of resources and security may be required. We reserve the right to deny authorization of any charge for any reason.

## **FEES AND COMMISSIONS**

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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**

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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 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**

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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**

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We will normally apply payments to your account in the following order:

- first, to interest on all charges (except for annual card membership fees and interest),
- second, to purchases and funds advances that have appeared on a statement,
- third, to any taxes charged by us that appear as a separate item on a statement,
- fourth, to insurance premiums that are optional services offered through us,
- fifth, to fees for services provided by us that appear as a separate item on a statement,
- sixth, to dishonoured payment fees,
- seventh, to annual card membership fees (if payable),
- and last, to purchases that have not yet appeared on a statement.

## **CHARGES MADE IN FOREIGN CURRENCIES**

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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**

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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.

### **Supplementary Card Spending Program**

The optional supplementary card spending program (the “*program*”) helps you control and manage the spending of your supplementary cardmember(s) during each billing period. By enrolling in this program, you (the basic cardmember) and the company agree to the following terms.

You may select a spending amount up to which a supplementary cardmember will be able to make charges to their supplementary card during each billing period. This spending amount is not affected by payments or credits made by or on behalf of the supplementary cardmember during a billing period. The spending amount will automatically reset at the beginning of each new billing period. It is your responsibility to ensure each supplementary cardmember is made aware of any spending amount that applies to their account as well as the date on which the spending amount resets each month. You can select a different spending amount for each supplementary cardmember.

Not all charges made to a supplementary cardmember’s account will be included in the spending amount, and these exceptions are detailed below. This means that certain charges may be approved even if a supplementary cardmember has exceeded his card’s spending amount for that billing period. **This means that the program does not provide for or guarantee a fixed limit or cap on all charges made by a supplementary cardmember.**

You and the company are liable for all charges made by supplementary cardmembers, even if they exceed the spending amount established with this program.

A supplementary cardmember could exceed the spending amount if a charge from any of the following exception categories is made to the supplementary card:

- fees (e.g. card annual fees),
- cash advances using the card,
- transactions treated as cash, which may include purchases of money orders and wire transfers (some exceptions may apply),
- balance transfers,
- purchases of travellers cheques (some exceptions may apply), and
- purchases of foreign currency (e.g. buying U.S. Dollars or Mexican Pesos at your bank or at a foreign exchange centre).

By way of an example, assume the following: (i) \$1000 spending amount previously set on the supplementary card; and (ii) \$950 in total charges on the supplementary card so far that billing period.

- A \$100 purchase of foreign currency will be approved even though it will cause the total charges to exceed the spending amount and reach \$1050. This is because foreign currency purchases are an exception category listed above and do not count toward the spending amount. If

the supplementary cardmember later (during the same billing period) attempts to make a regular retail purchase in the amount of \$75, it will be declined as the total charges on the card will already be at \$1050 for that billing period ( $\$950 + \$100 = \$1050$ ).

- However, if the supplementary cardmember attempts to purchase an additional \$125 in foreign currency later that same day, that charge will be approved (because foreign currency purchases do not count toward the spending amount) and the total charges on the supplementary card will increase to \$1175 for that billing period ( $\$950 + \$100 + \$125 = \$1175$ ).

The charges from any of the exception categories listed below are subject to (and count toward) the spending amount only once they are posted to the account. However, if these charges result in a supplementary cardmember's total charges in a billing period exceeding the spending amount, the charges (i) will not be declined solely on that basis; and (ii) could cause the spending amount to be exceeded.

- charges where there is a delay in our receiving or processing the charge, such as manually submitted (paper) charge records and deferred electronic submission of the charge (where there are connectivity issues, such as in-flight purchases), and
- charges at merchants where we have arrangements with them which may affect our ability to recognize the charge as qualifying under the program. The majority of these will be low value contactless or low value chip & PIN charges.

By way of an example, assume the following: (i) \$1000 spending amount previously set on the supplementary card; and (ii) \$850 in total charges on the supplementary card so far that billing period.

- A \$75 charge that was made last month but did not post to the account until the current billing period will be approved and will cause the total charges on the card this billing period to increase to \$925 ( $\$850 + \$75 = \$925$ ).
- If the supplementary cardmember later (during the same billing period) tries to make a purchase for \$100 at a retail store, that charge will be declined as it will exceed the spending amount of \$1000 ( $\$850 + \$75 + \$100 = \$1025$ ).
- However, if the supplementary cardmember makes the \$100 retail purchase first and the delayed \$75 charge from the prior month is only posted to the card afterwards, both charges will be approved and the card will have total charges of \$1025 this billing period ( $\$850 + \$100 + \$75 = \$1025$ ).

The difference between the second and third example above is the \$100 retail charge will only be approved if it does not cause the total charges that billing period to exceed the spending amount. The \$75 delayed charge, however, may be approved whether or not it causes the spending amount to be exceeded.

The spending amount you select for a supplementary cardmember when you enroll in the program will apply to charges made by that supplementary cardmember on or after the date that we assign the amount on our systems. This means that when you initially enroll a supplementary cardmember in the program, charges made by that supplementary cardmember(s) before that date **will not be included** in the set spending amount for the current billing period. For example, if you have a supplementary cardmember who has already made \$750 in charges in the current billing period and you select a spending amount of \$2000 per month, that \$750 will not be included as part of the \$2000. This means the supplementary cardmember will have the ability to charge up to \$2750 for that first billing period and then \$2000 for each billing period thereafter.

You may change the set spending amount you have previously selected at any time. If the spending amount is increased, the supplementary cardmember's ability to charge will be increased once we are able to process the change. Unlike the initial enrollment of a supplementary cardmember, charges made by that supplementary cardmember before that date **will be included** in the spending amount for the current billing period. For example, if a supplementary cardmember has a \$1000 spending amount in place and has already made \$750 in charges so far this billing period, if you increase the spending amount to \$2000 per month, that \$750 balance will be included as part of the \$2000 spending amount. This means that the supplementary cardmember will only be able to charge \$1250 for the remainder of the current billing period and then \$2000 for each billing period thereafter.

If you wish to reduce an existing set spending amount to one that is lower than the supplementary cardmember's total charges so far that billing period, that supplementary cardmember's card may not be used to make further charges until the next billing period.

As with all spending amounts, charges from any of the exception categories previously mentioned apply to the examples in the above paragraphs.

Your enrollment into this program does not guarantee that the supplementary cardmember(s) will be able to make charges up to the amount you specify when you enroll. Approval for all charges remains subject to our usual business and risk controls.

If you decide you no longer wish to manage your supplementary cardmember(s) spend by using this program and notify us of this, your supplementary cardmember(s) will be able to charge without restriction, subject to our usual business and risk controls.

You will receive confirmation from us in writing and/or by email after you have enrolled into the program and selected the spending amount or changed it. It is your responsibility to check this confirmation.

It is also your responsibility to ensure that each supplementary cardmember is aware of the amount you have selected and of any changes you make under this program. You agree that we may also confirm the set spending amount to the supplementary cardmember if they contact us.

## **FUNDS ADVANCES**

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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 minimum and maximum limits that apply to funds advances for each transaction, day, billing period or otherwise,
- participating financial institutions and ATM operators may 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 or not approve any funds advance transaction 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**

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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**

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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.

## **CARD IS OUR PROPERTY**

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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**

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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.

### 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 our sharing and exchanging with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit including sharing and exchanging with LoyaltyOne, Co. or its agents any Information reasonably required for the AIR MILES Reward Program.

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, statement, collection and other notices.

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

Amex Bank of Canada, American Express Travel Services and their affiliates share information related to mutual customers to provide personalized, proactive and coordinated concierge and travel servicing.

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.

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.

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](http://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, 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 AIR MILES PROVISIONS**

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The AIR MILES® Reward Program (*Program*), is operated by LoyaltyOne, Co. (*LoyaltyOne*), which is solely responsible for the Program. If you are not an AIR MILES Collector, the full terms and conditions of the Program, including the AIR MILES Privacy Commitment will be provided to you by the AIR MILES Reward Program under separate cover.

For complete Program Terms and Conditions and information about the AIR MILES Privacy Commitment, you may also visit [airmiles.ca](http://airmiles.ca).

### **ADDITIONAL SERVICES**

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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**

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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**

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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](http://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**

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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**

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### ***Definitions***

As used in this Arbitration provision,

*you* or *your* mean the basic cardmember, any supplementary cardmember(s) 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](mailto: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**

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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.

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

## **ASSIGNMENT**

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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**

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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**

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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**

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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 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 any previously billed amount due and any portion of dishonoured payments in the amount due 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 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. 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.

## **CANCELLING THIS AGREEMENT/ CLOSING THE ACCOUNT**

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### **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**

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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](http://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 or company details.**

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**

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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**

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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**

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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.

# **Other Important Information**

## **AMEX BANK OF CANADA - COMPLAINT HANDLING PROCEDURES**

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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	

Or register a complaint on our website ([www.americanexpress.ca](http://www.americanexpress.ca)) via the Document Centre by logging in with your Amex Online Services account User ID and password. 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](mailto: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**

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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](http://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](http://www.americanexpress.ca/complaints).

## **AIR MILES REWARD PROGRAM INQUIRIES**

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For information regarding accumulation or redemption of your AIR MILES® Reward Miles, please contact the AIR MILES Customer Care Centre as follows:

Address: LoyaltyOne, Co.  
AIR MILES Customer Care Centre  
PO Box 130, Station B Toronto, ON M5T 2T3

Telephone: From anywhere in North America:  
1-888-AIR MILES or 1-888-247-6453

Toronto: (416) 226-5171

Fax: (416) 733-3965

Website: [airmiles.ca](http://airmiles.ca)

## **Earning Miles in the AIR MILES Reward Program through the use of an American Express AIR MILES for Business Card**

The following terms and conditions govern how Miles offered by the AIR MILES Reward Program (*Program*) operated by LoyaltyOne, Co. (*LoyaltyOne*) may be earned through purchases charged to your American Express AIR MILES for Business Card issued by Amex Bank of Canada (*we, us or our*).

If you are an existing cardmember, this version of the Program 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.

## DEFINITIONS

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In these terms and conditions:

- *card account* means your American Express AIR MILES for Business Card account,
- *Collector account* means your Program account with LoyaltyOne for your Miles,
- *earn rate* means the number of Miles that you can earn on each dollar of eligible purchases charged to your card account,
- *eligible Partners* or *eligible Partner* (previously referred to as eligible Sponsor) means only those merchant Partners participating in the Program as selected and determined by us at our sole discretion from time to time but does not include all merchant Partners or locations participating in the Program, and
- *Miles* or *Reward Miles* means the points that are collected subject to the terms and conditions and the Program terms, and
- *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.

## CALCULATION OF AIR MILES REWARD MILES

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Subject to these terms and conditions, you can earn Miles as follows:

- you can earn Miles at an earn rate of one Mile for every \$15 of purchases at merchants that are not eligible Partners, including airmilesshops.ca, and
- you can earn Miles at an earn rate of one Mile for every \$10 of purchases at merchants that are eligible Partners.

### Eligible Partners

Miles earned through purchases made at merchants that are not eligible Partners are calculated separately from Miles earned through purchases made at merchants that are eligible Partners.

You acknowledge and agree that not all merchant Partners or locations participating in the Program are eligible Partners and will not qualify for the earn rate that applies to eligible Partners. Purchases at eligible Partners that for any reason are not recognized by our system as having been submitted by an eligible Partner will qualify for an earn rate of one Mile for every \$15 of purchases. This may happen when the transaction information we receive does not come directly from the merchant, for example, when the purchase is made

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

We reserve the right from time to time and without notice to you to add or disqualify merchant Partners or locations participating in the Program from being considered eligible Partners. A list of eligible Partners is on our website at [www.americanexpress.ca/airmilesponsors](http://www.americanexpress.ca/airmilesponsors).

## **Calculation Method**

Except as set out under "Statements" below, we calculate AIR MILES Reward Miles at the end of each billing period for your card account and Miles earned will be credited to your Collector account after the billing period in which the purchases are posted to your card account.

Subject to these terms and conditions, we calculate Miles based on the aggregate amount of purchases posted to your card account each billing period, less returns and adjustments. However, Miles are only issued in whole numbers and will only be issued when and if an incremental Mile is earned in accordance with the applicable earn rate. Any remaining dollar amount that is less than the applicable earn rate for the issuance of one Mile at the end of the billing period will be disregarded and will not be accumulated or included in the calculation of Miles for the next billing period.

### **Example**

If the card account statement shows an aggregate of \$2699 in purchases made at merchants that are not eligible Partners after subtracting returns and adjustments, 179 Miles would be issued ( $\$2685 \div 15 = 179$  Miles). The remaining \$14 is less than the \$15 required to earn one Mile. The \$14 will be disregarded and not accumulated or included in the calculation of Miles for future billing periods.

If the same card account statement also shows an aggregate of \$1899 in purchases made at eligible Partners after subtracting returns and adjustments, 189 Miles would be issued ( $\$1890 \div 10 = 189$  Miles) would be issued. The remaining \$9 is less than the \$10 required to earn one Mile. The \$9 will be disregarded and not accumulated or included in the calculation of Miles for the next billing period. In this example, the total Miles earned for this billing period would be 368 ( $179 + 189 = 368$  Miles).

### **Other Cards or Earn Rates**

We reserve the right to offer other cards or earn rates which may be set out on the card carrier for your card account or in another document.

### **General**

AIR MILES Reward Miles will be earned only by the basic cardmember and will be transferred to the Collector account designated in accordance with these terms and conditions. However, purchases, returns or adjustments charged to the card account by a supplementary cardmember will be included in the calculation of Miles earned by the basic cardmember. This is because supplementary cards are issued on the basic cardmember's card account. Miles earned through the use of supplementary cards does not give such supplementary cardmembers any rights against us or LoyaltyOne.

We may cancel or reverse any Miles not properly issued. We may refuse to issue Miles, cancel Miles already issued or deduct Miles previously issued to you if we have reason to believe that you or the company caused or allowed a breach of the conditions of use of the card account or a breach of the terms and conditions of the Program (*Program terms*) or these terms and conditions, if your card account is not in good standing or for any other reason.

Except as otherwise provided in these terms and conditions, Miles 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.

We have the right not to issue or to deduct Miles in an amount equal to any Miles earned by you and/or transferred to the Collector account in respect of a billing period for which we did not receive the required monthly payment due by the date of the next card account statement (a *Missed Payment*) regardless

of subsequent returns or adjustments. This includes Miles earned in relation to purchases, bonus Miles (including any purchase bonus) or any other Miles.

We reserve the right to deduct Miles from earned or future issued Miles for refunds or adjustments which are not fully offset by Miles earned on new purchases or if you have a Missed Payment as noted above. In that case, no additional Miles will be earned until the amount of additional purchases offsets the amount of the returns, adjustments or deducted Miles.

We reserve the right to deduct Miles that have already been transferred to the Collector account. Provided your card account has not been suspended or cancelled or no more than 120 days have elapsed from and including the date the Miles were not issued or deducted, you may request that we reinstate Miles.

If we approve a request, the applicable Miles 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 we reinstate Miles.

## **PROGRAM TERMS AND COLLECTOR ACCOUNT NUMBER**

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These terms and conditions are in addition to the Program terms that have been or will be provided to you separately by LoyaltyOne. Nothing in these terms and conditions will vary or prejudice the rights of LoyaltyOne under the Program terms. LoyaltyOne is solely responsible for the Program and its operation.

LoyaltyOne or its principals will not be treated as our agents for any purpose.

The Program is subject to applicable terms, conditions, exclusions, limitations and fees. The Program and the Program terms may be modified, in whole or in part, by LoyaltyOne from time to time, with or without notice.

It is your responsibility to keep up to date on the terms and conditions and all other particulars of the Program. Miles are not actual "miles" but points that are collected in the Program.

To earn Miles, you must be enrolled as a Collector in the Program. It is your responsibility to provide us with your correct Collector account Number which is the basic cardmember's Collector account Number. We are entitled to rely upon and use any Collector account Number that you provide to us. We are not obligated to validate that Collector account Number.

A new Collector account Number is assigned to the basic cardmember by LoyaltyOne and provided to us if you did not provide a Collector account Number upon application for a card account. However, if LoyaltyOne does provide us with a new or replacement Collector account Number, we are entitled to rely upon and use that new or replacement Collector account Number regardless of any Collector account Number that you may have previously provided to us.

## **SPECIAL PROMOTIONS**

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At our discretion we may, but are not obligated to offer special promotions or additional opportunities to earn Miles at the rate and on the terms and conditions as we may determine from time to time.

## **STATEMENTS**

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We will provide you with an AIR MILES summary accompanying your card account statement which will usually provide the total Miles earned during the billing period covered by your card account statement. Notwithstanding the provisions contained in these terms and conditions, we reserve the right to provide you with an AIR MILES summary that may not match the dates of your card account statement. In this event, Miles on eligible purchases posted to your card account after the date of the summary will be earned and reflected on a subsequent AIR MILES summary unless you have a Missed Payment.

Miles cannot be redeemed until they are issued and recorded in the Collector account by LoyaltyOne. Purchases that are qualified for a different earn rate at eligible Partners will be identified on your card account statement.

All questions or disputes regarding eligibility of a card account or eligibility of purchases to earn Miles, earn rates or eligible Partners will be resolved by us in our sole discretion.

All discrepancies regarding Miles, earn rates and eligible Partners must be brought to our attention within 21 days of the closing date shown on the AIR MILES summary on which the Miles are first recorded or the card account statement on which the purchases are first recorded. Otherwise, the AIR MILES summary and any identification of earn rates or eligible Partners on the card account statement will be considered accurate except for any Miles in respect of which you received an improper or unfair benefit pursuant to these terms and conditions.

If applicable, any identification of the earn rate that applies to eligible Partners on the AIR MILES summary accompanying your card account statement and on your card account statement does not constitute a representation that those merchant Partners participate in the Program.

For example, due to system limitations, at our sole discretion we may use the earn rate that applies to eligible Partners to calculate Miles in respect of purchases, returns and adjustments made at certain merchants that do not participate in the Program. However, we are not obligated to use the earn rate that applies to eligible Partners for merchants that do not participate in the Program even if we have done so on any previous occasions.

## **TRANSFER OF AIR MILES REWARD MILES**

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Miles do not constitute property of the cardmember and cannot be assigned, traded, willed, transferred to another cardmember or to another card account or otherwise transferred other than with our consent and/or with the consent of LoyaltyOne, which consent may be withheld at our or LoyaltyOne's sole discretion. Before Miles are transferred to a Collector account, our consent is required. After Miles are transferred to a Collector account, LoyaltyOne's consent is required. Miles have no cash or monetary value.

## **TAXES AND FEES**

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Cardmembers are solely responsible for determination of any tax liability related to Miles or participation in the Program. We make no representations about the current or future tax consequences to cardmembers of participation in the Program.

Additional fees and other charges apply or may be imposed in respect of the Program, the redemption of Miles and goods and services supplied or requested in connection with the Program. All such fees and other charges from time to time are solely your responsibility.

## **LIMITATION OF LIABILITY**

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We are not responsible for the Program or any obligation in connection with it or its operation including, without limitation,

- (i) non-receipt of instructions to enroll a card account into the Program, for whatever reason,
- (ii) delay in completing enrollment of a card account in the Program, for whatever reason,
- (iii) unauthorized redemption or transfer of Miles,
- (iv) failure or delay by LoyaltyOne or any other person to provide goods or services,

- (v) loss or damage caused by goods or services supplied or requested in connection with the Program, or
- (vi) any changes to the Program including its termination.

You and the company agree therefore not to make any claims against us for any matter connected in any way with the Program.

LoyaltyOne or its principals will not be treated as our agents for any purpose. We cannot be held responsible or liable for how merchants submit charges to us, how those charges are recognized by our system, whether or not or to what extent such charges are eligible to earn Miles, whether or not a merchant Partner or location is considered to be an eligible Partner or any errors, omissions or delays in updating any list of eligible Partners.

To the extent permitted by applicable law and subject to any provisions in these terms and conditions which limit our liability, we, our parent, subsidiaries and affiliates will not be liable to you, the company or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever arising from or in connection with the Program and earning Miles for purchases made on a card account (whether in contract, tort, strict liability, products liability or otherwise), including, without limitation, lost revenues, loss of profits or loss or interruption of business.

In no event shall we be liable to you or the company for any delay in or failure to perform due to causes beyond our control, including, without limitation, any act of God or any act or omission of a third party. This provision and the previous paragraph dealing with limitation of liability will survive termination of your participation in the Program.

## **CHANGES**

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We reserve the right to change these terms and conditions including without limitation changing earn rates, calculation of Miles, eligible Partners and participating card accounts.

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

Additional American Express Cards or existing cards as we may determine from time to time may participate in the Program.

We may terminate, amalgamate and otherwise change tiers or card accounts participating in the Program. We may introduce fees or change the fees that we charge for participation or for optional services. We also reserve the right to cancel our participation and the participation of card accounts in the Program.

## **GENERAL**

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You expressly request that these terms and conditions and all other related documents be in English. Vous avez expressément demandé que ces modalités et tous les documents qui s'y rattachent soient rédigés en anglais.

The headings in these terms and conditions are added for convenience and do not change the meaning of any provisions of these terms and conditions.

All references to dollar amounts in these terms and conditions are in Canadian dollars.

# 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](http://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. However for deposit and income-earning products, SIN is required for income reporting purposes of Canada Revenue Agency (CRA). 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](http://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](http://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 any of such 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 of his/her file. 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 or general information,  
call 24 hours a day:*

## Telephone Numbers

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

## Address

AMEX BANK OF CANADA  
P.O. BOX 3204, STN F  
TORONTO, ON M1W 3W7

Visit our website at [www.americanexpress.ca](http://www.americanexpress.ca)  
for more information.



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