

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

American Express® Aeroplan®\* 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*.

*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 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.

**You acknowledge that you have reviewed our products and have selected this product as appropriate for your circumstances, including your financial needs. For more information about our approach to offering appropriate products, please visit [amex.ca/appropriate-products](http://amex.ca/appropriate-products). If you have questions or concerns, please contact us by calling the number on the back of your card.**

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

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

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

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

**Please read this agreement thoroughly and keep it for your reference. It is your responsibility and you agree to ensure that any supplementary cardmembers 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 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.

## **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 are bankrupt or insolvent or if you 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 and any supplementary cardmembers. You 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 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 you enroll 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 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 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 are liable 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 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 or receive a refund in a currency other than Canadian dollars that charge or refund will be converted into Canadian dollars by our currency conversion affiliate, AE Exposure Management Limited (AEEML). The conversion will take place on the date the charge or refund is processed by us, which may not be the same date on which you made your charge or received your refund as it depends on when the charge or refund was submitted to us. This means that the exchange rate used by AEEML may differ from the rate that is in effect on the date of your transaction or refund. Exchange rate fluctuations can be significant. This conversion rate is set by AEEML on each weekday except January 1 and December 25 (each, a *rate selection day*).

If the charge or refund is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the charge or refund amount into U.S. dollars and then by converting the U.S. dollar amount into Canadian dollars. If the charge or refund is in U.S. dollars, it will be converted directly into Canadian dollars. Conversion commissions we apply to original charges will not be returned on refunds. Conversion rates applied to refunds may differ from conversion rates applied to original charges. 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.

Unless a specific exchange rate is either required by law, or is used as a matter of local custom or convention (in which case AEEML will look to be consistent with that custom or convention), AEEML's conversion rates are based on interbank rates selected from customary industry sources on the rate selection day prior to the processing date, which we increase by a single conversion commission as specified in 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 and may include a commission or charge, also selected by the third party. It is your decision whether to use the third party currency conversion or not. You should check the rates and charges before completing the transaction. When a transaction is converted by a third party and is submitted to us in Canadian dollars, we will not apply a currency conversion commission.

## 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 that we are not entering into a credit agreement with any supplementary cardmembers, and that you alone 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**

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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) 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 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.

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 also impose their own limits and restrictions on funds advances such as limits on the number of funds advances, the amount of each funds advance and access to available services at ATMs,
- we reserve the right to terminate your access to ATMs 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 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 authorize us to send you and any supplementary cardmembers a replacement card before the current card expires. You must destroy any expired cards by cutting them up or returning them to us. This agreement as amended continues to apply to any replacement cards we issue.

### **PRIVACY**

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#### **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 mail, email, telephone, text message, your statements or other available communication channels, and
- (8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to share and exchange with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit and,
  - (i) sharing and exchanging with Aeroplan Inc. (*Aeroplan*) and Air Canada (and these references include their affiliates and agents) Information for use in the Aeroplan Program (the *Program*) and for Air Canada benefits including your Aeroplan number, your name, Program and Card account enrollment and status, card type, language preference and contact information including, phone numbers and email address;
  - (ii) sharing with Aeroplan and Air Canada (and these references include their affiliates and agents) Information relating to transactions on your account such as purchase date and amount, merchant category and whether the transaction was made by a supplementary cardmember; the Aeroplan number (if applicable), electronic address and the number of supplementary Cards on your account; and your account billing cycle; and
  - (iii) collecting from Aeroplan and Air Canada under (7) Information about your participation in the Program including frequency and type of Program transactions, age band, flight information to make booking travel easier, contest participation, your Program tier and use of Program services, and points earned, transferred and redeemed, including frequency, and points balance.

Aeroplan and Air Canada will use Information for the purposes of the Program, the Air Canada benefits and services and for the purposes set out in their privacy

policies. See “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section below. We use Information received from Aeroplan and Air Canada in accordance with our Consent to Use of Personal Information and Privacy Code.

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

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

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

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

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

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

- (i) consents to our collection, disclosure, use and processing of that Information for these purposes as reasonably required (provided that all these purposes will apply to supplementary cardmembers), and
- (ii) authorizes third parties to give us the Information for these purposes.

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

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

- the nature of personal information collected and how it relates to the purposes in this agreement,
- how to file a complaint or request access, correction and disposal of your information held by us,
- our use of automated processes to help us make certain decisions, including to evaluate information about you to provide our services,
- our approach to processing and storage of information outside of your province or territory of residence or 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).

## **SPECIAL AEROPLAN PROVISIONS**

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The Aeroplan program is operated by Aeroplan Inc. (*Aeroplan*), is subject to separate terms and conditions from Aeroplan and Aeroplan is solely responsible

for the Aeroplan program. We do not operate the Aeroplan program and we do not redeem Aeroplan points. Please ensure that you review our enclosed terms and conditions regarding earning Aeroplan points through purchases charged to your Card and Status Qualification Boosts.

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

## **ADDITIONAL SERVICES**

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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 reinsure 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 and any supplementary cardmember agree to cooperate with us, including giving us a declaration, affidavit or a copy of an official police report, if we ask. You and any supplementary cardmember 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.

## **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 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 consent to this without us having to notify you. If we do so, or intend to do so, you and any supplementary cardmember agree that we can give information about you, any supplementary cardmembers 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 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 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 to us in connection with your account was false or misleading, you 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 if we have any reason to believe that you 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 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 are in default.

If we end this agreement you must pay all money you owe us immediately, including unbilled charges that may not be shown on your last statement. Your obligations under this agreement continue until all amounts that you 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 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 (except as set out below).

We may give you the option of receiving communications electronically instead of by mail. If you enroll, 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. Statements and other disclosures on the American Express website will be posted for a minimum of 60 days. You 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.

However, it is your choice whether to apply for a product or service that we offer electronically or with electronic legal disclosures. You may revert to paper statements and other disclosures sent by mail by changing your selection in Online Services on the American Express website, calling the number on the back of your card or using another method that we permit.

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 that**

**you have provided to us or authorized us to collect from third parties. You must inform us immediately if you change your 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 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 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 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**

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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**

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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**

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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 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 agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your account. You 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 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 or any supplementary cardmember 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 or any supplementary cardmember 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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At Amex Bank of Canada, we strive to provide the world's best customer experience every day; our goal is to ensure that our products and services are relevant and meet the needs of our customers. If you have a complaint, contact us and we will address your complaint promptly, minimizing unnecessary delays to the best of our ability. We believe that complaints are best resolved when communication is clear, and we are committed to keeping you updated on our progress throughout this process.

We will make every effort to resolve your complaint at first point of contact; however, if we have not done so within 14 days, following the date on which we first received your complaint, we will automatically escalate it to our Complaint Resolution Team on your behalf. If your complaint requires more than 56 days to resolve or close, we will advise you of your right to escalate the complaint to our external complaints body, the Ombudsman for Banking Services and Investments, and how long the investigation may take, should you decide to leave your complaint with us. Our Complaint Handling Procedures are outlined in detail below.

#### **Begin by telling us about your complaint**

Our Customer Service Professionals are at your service; they will open a complaint case which will begin the work required to bring your complaint to closure. You will receive an acknowledgement notice including a copy of these complaint handling procedures for your reference. You can contact our Customer Service Professionals as follows:

#### **Amex Bank of Canada | Customer Service Professionals**

Phone:	Call the number on the back of your Card or refer to the telephone number shown at the end of this booklet.
Online:	Amex CA mobile app Visit <a href="https://amex.ca/complaints">amex.ca/complaints</a> for availability
Mail:	Refer to the mailing address shown at the end of this booklet. Please make sure to address your letter to <b>Attn: Customer Service – Complaints.</b>

#### **Escalating your complaint to the Amex Bank of Canada Complaint Resolution Team (“CRT”)**

If your complaint is not closed or resolved within 14 days, following the date on which the complaint was first received, your complaint will automatically be escalated to our CRT. Alternatively, you may request that we escalate your complaint sooner (please use the contact options above, and if you're mailing a letter to us, please address it to the attention of the Amex Bank of Canada Complaint Resolution Team). We will inform you of the escalation and a representative from the CRT will contact you. They may clarify details, request additional information, or ask you for support. They will keep you informed of progress and provide their findings in a written response.

## **Contact the Amex Bank of Canada Chief Complaints Office (“CCO”)**

If you are not satisfied with the response provided by the CRT, you can contact our CCO at the contact information below. The CCO will use the written response provided by the CRT and other details to determine if the bank followed its policies and procedures. The CCO will provide you with a written response detailing the outcome of the review and any recommendations.

The CCO does not provide legal advice and does not review complaints that are being pursued by other means including litigation and arbitration. By contacting the CCO, you agree not to ask the CCO to produce files and records, to testify, or give evidence. You can contact our CCO as follows:

### **Amex Bank of Canada | Chief Complaints Office**

Phone: 1-888-301-5312 (toll-free)  
1-866-529-1344 (TTY)  
1-855-683-3769 (fax)  
1-647-259-8770 (fax outside Canada/US)  
1-437-836-7400 (outside Canada/US,  
please call collect)

Mail: Amex Bank of Canada  
P.O. Box 3204, Station “F”  
Toronto, Ontario, M1W 3W7  
Attn: Chief Complaints Office

Notices and resolution timelines in these procedures do not apply if your complaint does not relate to (i) a product or service that is offered, sold, or provided by us, or (ii) the manner in which a product or service is offered, sold, or provided by us.

## **ELEVATING YOUR COMPLAINT OUTSIDE OF AMEX BANK OF CANADA**

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### **Ombudsman for Banking Services and Investments (“OBSI”)**

If we have not resolved your complaint within 56 days, or you are not satisfied with the resolution offered by our CCO, you may escalate your complaint to our external complaints body, OBSI, for additional information and a further review of your complaint. You can contact the OBSI as follows:

### **Ombudsman for Banking Services and Investments**

Phone: 1-888-451-4519 (toll-free)  
1-416-287-2877 (local)  
1-844 358-3442 (TTY)  
1-888-422-2865 (fax)  
1-416-225-4722 (local fax)

Online: visit: [obsi.ca](http://obsi.ca)  
e-mail: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

Mail: Ombudsman for Banking Services and Investments  
20 Queen Street West  
Suite 2400, P. O. Box 8  
Toronto, Ontario, M5H 3R3

## **FINANCIAL CONSUMER AGENCY OF CANADA (“FCAC”)**

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The FCAC supervises federally regulated financial institutions to ensure they comply with federal 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.

The FCAC will determine whether the financial institution is compliant. It will not, however, resolve individual consumer complaints. You can contact the FCAC as follows:

Phone: 1-866-461-3222 (English, toll-free)  
1-866-461-2232 (French, toll-free)  
1-613-941-1436 (fax)

Online: visit: [fcac-acfc.gc.ca](http://fcac-acfc.gc.ca)  
e-mail: [info@fcac-acfc.gc.ca](mailto:info@fcac-acfc.gc.ca)

Mail: Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Avenue West  
Ottawa, Ontario, K1R 1B9

For the most recent version of these Complaint Handling Procedures, please visit [amex.ca/complaints](http://amex.ca/complaints).

## **COMMITMENTS AND CODES OF CONDUCT**

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

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

- take advantage of that person, or
- impose undue pressure on or coerce that person for any purpose, including to obtain a product or service from a particular provider or as a condition for obtaining another product or service from us.

These are requirements under the Canadian Bank Act.

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

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

Address: Aeroplan Centre  
P.O. Box 24000,  
Station Pointe-Claire-Dorval  
Pointe-Claire, QC H4Y 1K4

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

Website: [aircanada.com/aeroplan](http://aircanada.com/aeroplan)

For information regarding Air Canada's Privacy Policy: [www.aircanada.com/privacy](http://www.aircanada.com/privacy)

For information regarding Aeroplan's Privacy Policy: [www.aircanada.com/aeroplan-privacypolicy](http://www.aircanada.com/aeroplan-privacypolicy)

For Aeroplan Program terms and conditions: [www.aircanada.com/aeroplan-termsandconditions](http://www.aircanada.com/aeroplan-termsandconditions)

## **Earning Aeroplan Points and Status Qualification Boost through the use of your American Express® Aeroplan®\* Card**

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

The Aeroplan program is subject to two sets of terms and conditions: (a) terms and conditions from Aeroplan (*Aeroplan program terms*); and (b) these program terms. Aeroplan program terms can be found in the “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section above. For clarity, these program terms, and the Aeroplan program terms are each distinct, separate, and in addition to each other and to your cardmember agreement. These program terms are provided within the same booklet for convenience only.

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

## **WORDS YOU WILL WANT TO KNOW**

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In these terms and conditions:

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

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

## **ELIGIBILITY AND ENROLLMENT**

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

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

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

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

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

## **ABOUT EARNING AEROPLAN POINTS**

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### ***How Many Aeroplan points you can Earn for your Purchases***

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

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

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

### ***When you will not earn Aeroplan Points and Status Qualification Boost***

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

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

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

### ***Earn Rates***

Subject to these terms and conditions, the effective earn rate for every \$1 in purchases is as follows:

- 2 Aeroplan points for every \$1 of eligible Air Canada purchases charged to your card account
- 1.5 Aeroplan points for every \$1 of eligible Dining and Food Delivery purchases in Canada
- 1 Aeroplan point for every \$1 of other card purchases

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



Club memberships.

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

Eligible restaurant, quick service restaurant, coffee shop and drinking establishment purchases means purchases at American Express merchants in Canada that are stand-alone restaurants, quick service restaurants, coffee shops and drinking establishments as categorized on American Express systems. This does not include purchases for dining within a retail store, hotel or other merchants that are not categorized as a restaurant. Exclusions also include purchases at alcohol retailers and grocery stores.

Food delivery service purchases means purchases at American Express merchants in Canada whose primary business is the delivery of food as categorized on American Express systems but excluding merchants that sell general merchandise and also provide food delivery services. Exclusions also include purchases at grocery stores, grocery delivery and meal kit delivery including subscriptions.

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

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

### ***How We Calculate Aeroplan Points Earned***

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

### ***Returns, Credits and Adjustments***

If you choose to return a purchase or are otherwise entitled to a credit or adjustment that is related to a purchase, your entitlement to Aeroplan points will be reduced accordingly. We will multiply the Canadian dollar amount of the applicable return, credit or adjustment by the earn rate in effect at the time of the return, credit or adjustment, and round the amount up or down on the same basis as when Aeroplan points are earned. This means the Aeroplan points deducted from your balance may be different from the amount originally earned. For example, if you make a purchase for \$1000 at an earn rate of 1 point/\$1, you will have originally earned 1,000 Aeroplan points. If you return the purchase when a bonus earn rate of 2 points/\$1 is in force, the amount of Aeroplan points deducted will be 2,000. Where purchases are made in a foreign currency and subsequently returned, fluctuations in the exchange rate could also result in a difference between the Aeroplan points deducted and that which was originally earned. Depending on your Aeroplan points balance at the time of the

return, credit or adjustment, the amount deducted could result in you having a negative Aeroplan points balance. You would then have to earn Aeroplan points if you wanted to bring your Aeroplan points balance to zero.

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

Transaction #1:

\$100 purchase x 1 = 100 Aeroplan points;

Transaction #2:

\$9.48 purchase x 1 = 9.48 (rounded down to 9 Aeroplan points);

Transaction #3:

\$19.98 purchase x 1 = 19.98 (rounded up to 20 Aeroplan points);

Transaction #4:

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

Transaction #5:

\$8.08 eligible Air Canada purchase x 2 = 16.16 (rounded down to 16 Aeroplan points);

Transaction #6:

\$58.91 eligible Restaurant purchase x 1.5 = 88.37 (rounded down to 88 Aeroplan points);

Transaction #7:

\$324 purchase (Air Canada flight booked through an online website other than Air Canada, therefore not eligible) x 1 = 324 Aeroplan points

**Monthly Aeroplan Points Earned:**

**100 + 9 + 20 + 16 + 88 + 324= 557 Aeroplan points**

**WHEN YOU MIGHT LOSE AEROPLAN POINTS YOU HAVE EARNED**

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

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

<b>How to Avoid Losing Your Aeroplan points?</b>	Make your payment due on time	Same as above	You cannot avoid losing your Aeroplan points not yet transferred to your Aeroplan account
<b>Can You Request Lost Aeroplan points to be reinstated?</b>	Yes	No, once your card account is cancelled you can no longer reinstate Aeroplan points not yet transferred to your Aeroplan account	No, once your card account is cancelled you can no longer reinstate Aeroplan points not yet transferred to your Aeroplan account
<b>Are there any fees to have my Aeroplan points reinstated?</b>	Yes, the fee per online request for each monthly reinstatement and the fee per telephone request for each monthly reinstatement is set out in the information box and disclosure statement.	Reinstatement not available	Reinstatement not available

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

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

Example: For your April billing cycle (March 26th – April 25th), your purchase transactions earn you 500 Aeroplan points. The monthly earn of 500 Aeroplan points is transferred to your Aeroplan account and will be shown on your April 25th billing statement. If you do not make your payment by the payment due date (for example, you pay on May 28th when your billing statement date is May 25th), the amount of 500 Aeroplan points will be forfeited and therefore deducted from any Aeroplan points earned from purchase transactions made during your May billing cycle (April 26th – May 25th).

For your May billing cycle, your purchase transactions earn you 750 Aeroplan

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

**Reinstatement of Forfeited Aeroplan Points**

Aeroplan points that have been forfeited may be reinstated if:

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

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

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

**Air Canada Travel Benefits**

**Status Qualification Boost**

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

All Aeroplan Elite Status terms, conditions and restrictions apply and can be reviewed at [www.aircanada.com/elite-termsandconditions](http://www.aircanada.com/elite-termsandconditions).

**How We Calculate Status Qualification Boosts Earned**

Subject to these terms and conditions, you can earn 1,000 Status Qualifying Miles (SQM) and 1 Status Qualifying Segment (SQS) when you reach the following threshold:

Card Type	Benefit Rules
American Express Aeroplan Card	Receive (1,000 SQM + 1 SQS) per \$10,000 in net purchases charged to the card

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

Air Canada is responsible for providing Status Qualification Boosts.

## ***Returns, Credits and Adjustments***

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

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

### **GENERAL**

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

### ***Promotions***

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

### ***Cancelling, Reversing or Deducting Points and Benefits***

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

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

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

Aeroplan points may be deducted from earned or future issued Aeroplan points if the Aeroplan points being deducted for a Missed Payment or otherwise are

not fully offset by Aeroplan points earned on new purchases. In that case, no additional Aeroplan points will be earned until the amount of additional purchases offsets the amount of the deducted Aeroplan points.

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

### ***Changes We Can Make***

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

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

### **STATEMENTS**

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

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

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

### **TRANSFER OF AEROPLAN POINTS**

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

### **TAXES AND FEES**

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We are not responsible for any tax implications that may be associated with

your participation in the Aeroplan program, including your earning and redeeming Aeroplan points.

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

## **LIMITATION OF LIABILITY**

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

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

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

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

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

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

In no event will we be liable to you for any delay, disruption or failure to perform due to causes beyond our reasonable and foreseeable control, including, any acts of nature or the elements; flood, fire, epidemic, pandemic or explosion; war, hostilities, terrorism or other unrest; governmental or regulatory actions; embargoes or blockades; emergencies; commercial disturbances; any act or omission of a third party; or other similar events beyond our control.

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

## CHANGES

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

We reserve the right to change the earn rates, calculation of points, eligible Air Canada purchases, eligible restaurant and food delivery purchases and merchants, and participating card accounts.

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

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

## AMEX CANADA PRIVACY CODE

American Express has long recognized and fully accepted our responsibility to safeguard the privacy, confidentiality and security of the personal information entrusted to us. This Privacy Code (“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 [americanexpress.ca/privacy](http://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 only collect 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 in accordance with applicable law.

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.

### ***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), or biometric information (for example, your voice print for voice identification);
- Information about your financial circumstances 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. Please see our Online Privacy Statement for more information about cookies and similar technologies.

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

providers), references provided by you or other permitted sources.

- **Health Information** - In certain appropriate circumstances, we or others providing services through us may ask for health information for specific services (such as insurance) or requests. This type of Information will not be used for any purpose other than to address the specific service or request. We will not request or use health information to assess a credit application.
- **Social Insurance Number** - Disclosure of Social Insurance Numbers (SIN) to match credit bureau information is optional for credit/charge or other loan products. If you provide your SIN for a credit product, we will use it to match credit bureau/reporting agency information. This allows us to distinguish you from other individuals, particularly those with similar names, and helps ensure the accuracy of the Information collected and reported.
- **Date of Birth** - Date of birth is required in certain circumstances to comply with “know your customer” standards, or for security reasons. It also allows us to determine your eligibility for certain products or services.
- **Email, 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. Please see our Online Privacy Statement for more about how we collect information online about you.
- **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 may also access account Information to assist in providing you with these services.

### ***Use of Information Collected***

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 database(s) 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 noncredit information from external sources, to develop lists that are used by us.

We may also use that Information, along with noncredit 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.

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

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

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

## ***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 other well-established companies. Choosing to opt-out of promotions and marketing offers 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 or certain communication channels based on the options that we may make available. Additionally, you can unsubscribe from our marketing email messages by clicking the “unsubscribe” link included in each message. 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, correct and dispose of 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 in our custody and control, and customers may correct Information about them that is inaccurate or incomplete or request that their Information be disposed. We will respond to a customer's request, and advise the customer in advance of any charges for copies. Some information may not be accessed or disposed 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.

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

Customers may exercise their rights to access, correct or dispose their Information by writing to the Person in Charge of the protection of personal information: Chief Privacy Officer, Amex Canada, PO Box 3204 STN F, Toronto, ON M1W 3W7. We will respond to a written request from you within 30 days of its receipt. If for any reason we deny your request, 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 above address to the attention of the **Person in Charge of the 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 use administrative, organizational, technical and physical security measures to protect the confidentiality, integrity and availability of your Information. These measures include technological safeguards and appropriate access controls to data and facilities. We take reasonable steps to securely destroy, de-identify or anonymize Information and sensitive Information, as appropriate, when we no longer need it. We will keep your Information only as long as we must to deliver our products and services, unless we are required to keep it longer by law, regulation or for the purposes of litigation or regulatory investigations.

### ***6. We limit the sharing of customer Information.***

We may share your Information as required or as permitted by law, such as:

- with credit bureaus and similar institutions to report or ask about your

financial circumstances, and to report or collect debts you owe;

- with regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests;
- with our service providers, regulatory authorities, and governmental agencies to detect and prevent fraud or criminal activity, and to protect the rights of American Express or others;
- within our parent company and our affiliates;
- with our service providers who perform services for us and help us operate our business (we require service providers to safeguard Information and only use your Information for the purposes we specify);
- with co-brand partners (to learn more about how we disclose your Information to our co-brand partners, see your Cardmember Agreement) and other partners and benefit providers with whom we jointly offer or develop products and services (but they may only use Information to market their own products or services if you consent);
- in the context of a sale of all or part of our, our parent company or our affiliates or their assets; or
- for specific products or services, when you have given your consent.

In providing you with our products or services, we will transfer Information outside of your province or territory of residence or outside of Canada (“other locations”) where different data protection laws apply, such as to the United States (where our main operational data centres are located). No matter where we transfer Information about you, we will protect it in the manner described in our privacy notices and in accordance with applicable laws using appropriate contractual protections. We also assess whether other technical and organizational measures are required. However, governments, courts, law enforcement or regulatory agencies in other locations may be able to obtain disclosure of customer Information through their laws. For information about the manner in which we or our service providers (including service providers outside Canada) treat Personal Information, please contact us as set out below.

We may share customer Information in order to manage our businesses including when we assign our rights to others. This includes 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 or the information is proprietary.

In certain circumstances where a decision was made based on automated processing of your Information, you may request an explanation of our decision. In our response we will describe the type of Information that was used, the source of the Information, and the principal factors that led to the decision. You will also be able to correct inaccuracies in the Information used in the automated processing.

#### ***8. We hold ourselves responsible for our Privacy Code.***

Everyone involved in the life cycle of customer Information is responsible for maintaining customer confidence in Amex Canada. We provide training and communications programs designed to educate individuals about the meaning

and requirements of this Code.

We conduct a combination of compliance self-assessments, privacy risk 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.

We have governance to support adherence to this Statement and the Privacy Code including procedures, training, reporting, oversight (including by the Chief Privacy Officer or person-in-charge of Information) and committees of management and our Board of Directors (as applicable). Amex Canada employees are required to comply with this Statement and Privacy Code. Our business partners and vendors are also required to comply with our privacy standards.

Those who violate the Code or other Amex Canada 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 the person in charge of customer Information and is responsible for ensuring that our day-to-day procedures comply with our Privacy Code.

#### ***Questions and Concerns:***

If a customer has any questions, concerns or complaints about their privacy, the customer can take the following actions:

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

### **About American Express in Canada**

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

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

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

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



# American Express® Cardmember Service

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

## Telephone Numbers

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### **For American Express® Aeroplan®\* Card:**

From anywhere in Canada/U.S.

1-800-668-2639

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

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

(905) 474-8400

**To link your Aeroplan and supplementary card account, visit:**

[www.americanexpress.ca/aeroplan-link](http://www.americanexpress.ca/aeroplan-link)

## Address

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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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