AMEX BANK OF CANADA – CARDMEMBER AGREEMENT AND OTHER IMPORTANT INFORMATION

American Express Essential™ Credit Card

TABLE OF CONTENTS

CARDMEMBER AGREEMENT

Introduction 2
Use of your Account and Codes 2
Permitted Uses 3
Prohibited Uses 4
Credit Limit 4
Balance Transfers and Amex Cheques 5
American Express Installment Program 5
Statements 6
Minimum Payment 7
Fees and Commissions 7
Liability 7
Payments 8
Allocation of your Payments 8
Interest 9
Charges Made in Foreign Currencies 10
Supplementary Cardmembers 11
Funds Advances 11
Recurring Charges 12
Authorization 12
Card is our Property 12
Replacement Cards 13
Privacy 13
Additional Services 14
Insurance 14
Lost and Stolen Cards and Misuse of your Account 15
Language 15
Changes 15
Assignment 16
Severability 16
Suspension 16
Default 16
Cancelling This Agreement/Closing The Account 17
Communicating with You 18
No Waiver of our Rights 19
Complaints and Problems with Goods or Services Purchased 19
Assignment of Claims 19
Examples 19
Taxes, Duties and Exchange Control 19
Limitation of our Liability 19
Quebec Disclosures 20

OTHER IMPORTANT INFORMATION

Amex Bank of Canada - Complaint Handling Procedures 22
Financial Consumer Agency of Canada (FCAC) 23
Voluntary Commitments and Codes of Conduct 23
Amex Canada Privacy Code 24
American Express Cardmember Service 32

INTRODUCTION

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

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

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

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

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.

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

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

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

Here are some examples:

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

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

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

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

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

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

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

PROHIBITED USES

You must not:

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

It is your responsibility to ensure that there is no prohibited use of your account by you 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.

CREDIT LIMIT

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

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

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

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

BALANCE TRANSFERS AND AMEX CHEQUES

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

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

Please note the following:

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

AMERICAN EXPRESS INSTALLMENT PROGRAM

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

The following are highlights of the installment program:

- Enrollment is required to participate in the installment program;
- For a purchase to qualify, it must meet the minimum dollar threshold for participation in the installment program as well as all other requirements communicated to you;
- Each purchase that is designated for participation in the installment program must be repaid in full based on the schedule provided to you;
- The installment program fee is calculated as set out in the information box and disclosure statement. However, only one set of repayment terms (repayment period and fee percentage set out in the offer) will apply during each offer period and will apply to all qualifying purchases made during that offer period. Interest is waived on each qualifying purchase as long as it continues to participate in the installment program;
- You may be given the choice of having all qualifying transactions automatically participate in the installment program. Alternatively, you may be given the choice to select individual transactions for participation. Details will be set out in each particular offer; and
- You may remove a qualifying purchase from the installment program or cancel the installment program at any time.

Other important considerations:

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

STATEMENTS

Subject to applicable law, we will send or make available to you monthly statements of account (called *statements*) for each billing period during which there are any charges or a balance owing to us on the account. Each statement will show important information about your account, such as the outstanding balance on the last day of the billing period (called the *new balance*), the minimum payment due, the payment due date and will include charges made by you and any supplementary cardmembers. If your account is seriously overdue or you have a credit balance, we may stop sending you statements.

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

Always check each statement for accuracy and contact us as soon as possible if you need more information about a charge on any statement. If you have a complaint or problem with your statement or any charge on it, inform us immediately but in any event within 21 days of the closing date shown on your

statement. Otherwise, the statement will be considered accurate except for any amount which has been improperly credited to the account and you 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.

MINIMUM PAYMENT

You agree to pay us at least the minimum payment requested by the payment due date shown on a statement. If we request, you also agree to pay us any overlimit and overdue amounts immediately.

If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.

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

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

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

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

FEES AND COMMISSIONS

The fees and commissions that apply to your account are set out in the information box and disclosure statement. You 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

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 on all balance transfers and Amex cheques,
- charges made by any other person if you or any supplementary cardmember allowed them to use your account,
- charges made in breach of this agreement or fraudulently by you or permitted by you or any supplementary cardmember, and
- unauthorized charges related to a lost or stolen card or code being used by an unauthorized person under the circumstances set out in the "Lost and Stolen Cards and Misuse of Your Account" section of this agreement.

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

PAYMENTS

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

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

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

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

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

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

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

ALLOCATION OF YOUR PAYMENTS

How do we allocate your minimum payment?

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

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

- monthly installment fees,
- interest charges,
- fees,
- credit insurance premiums,
- taxes that appear as a separate item on your statement,
- monthly installments (principal amount),
- balances in other categories of charges that appear on your statement (including purchases, Amex cheques and balance transfers and funds advances), and

- charges which have not yet appeared on your statement but are posted to your account.

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

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

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

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

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

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

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

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

INTEREST

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

How do you receive an interest grace period for purchases?

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

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

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

Interest on purchases

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

Interest on funds advances, balance transfers and Amex cheques

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

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

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

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

Interest is calculated each day during a billing period on the daily closing balance of charges on which interest is payable (taking into account any payments or credit to your account) at the daily rate (which is the annual interest rate divided by 365 or 366 in the case of a leap year). We add together the interest charges for each day and the total interest for the billing period is then charged to your account and will appear on your statement on the last day of the billing period identified as "interest". If different interest rates apply to different parts of the balance on your account, we will separately calculate each daily closing balance and interest in the same manner. Daily closing balances with a credit balance are treated as zero (0).

Interest on other charges

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

What interest rates apply to your account?

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

CHARGES MADE IN FOREIGN CURRENCIES

If you make a charge in a currency other than Canadian dollars that charge will be converted into Canadian dollars. The conversion will take place on the date

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

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

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

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

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

SUPPLEMENTARY CARDMEMBERS

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

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

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

FUNDS ADVANCES

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

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

RECURRING CHARGES

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

Replacement Cards and Cancelled Cards

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

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

You 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. Please note that we do not provide replacement card information (such as card number and card expiry date) to the merchant.

Stopping Recurring Charges

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

Our Enrollment Services

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

AUTHORIZATION

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

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

CARD IS OUR PROPERTY

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

REPLACEMENT CARDS

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

PRIVACY

Consent to use of Personal Information

In this section, the words *we*, *us* and *our* mean Amex Bank of Canada (*Amex Bank*), its affiliates (including Amex Canada Inc., a provider of travel related services), and their agents and service providers (acting on their behalf). *Personal information* is any information which relates to an individual and allows that individual to be identified (*Information*).

We collect, disclose, use and process Information:

(1) to consider initiating and to initiate, maintain and develop our relationship with you in connection with our offering products and services generally, including helping us to understand the current and future needs of our customers and to otherwise analyze and manage our business,

(2) to administer billing and accounting services and security measures in relation to your business with us,

(3) to monitor your transactions,

(4) to evaluate your credit standing,

(5) to share and exchange reports and information with credit reporting agencies, credit bureaus and any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship including merchants that accept our cards and to use other third party databases (including registries, licensing authorities, identification services, telecom providers) or references provided by you to obtain or verify information about your financial circumstances, your background, to identify you and detect fraud; we may verify name, address, phone number, email and other information; for a supplementary cardmember, this sharing, exchange or use will also apply but not to our reporting of credit information,

(6) as permitted by or to comply with legal and regulatory requirements,

(7) to promote and to market products and services offered by us or other well established companies, including by means of direct marketing through ordinary mail, e-mail, telephone, text message, your statements or other available communication channels, and

(8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to our sharing and exchanging with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit.

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

Our customer service e-mail, text message and other electronic communications with you may include account alerts, statement, collection and other notices. You agree that we may monitor and record any of your telephone calls with us for the purposes of servicing accuracy, quality assurance and training.

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

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

(i) consents to our collection, disclosure, use and processing of that Information for these purposes as reasonably required (provided that all these purposes will apply to supplementary cardmembers), and

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

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

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

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

ADDITIONAL SERVICES

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

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

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

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

INSURANCE

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

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

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

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

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

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

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

You 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

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

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

We will inform you in accordance with the "Communicating With You" section of this agreement of any changes to the terms unless notice is not required by law. Certain changes can be made without notice in accordance with this agreement, the information box and disclosure statement and applicable law. If

required, we will provide at least 30 days notice or the change won't be effective for 30 days thereafter, unless a shorter period is permitted under applicable law.

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

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

ASSIGNMENT

We may assign, transfer or sell our rights, benefits or obligations under this agreement at any time to an American Express affiliate or to a third party and you 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

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

SUSPENSION

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

DEFAULT

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

We may also consider your account to be in default at any time if any statement made by you 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 previously billed minimum payments and any portion of dishonoured payments in the minimum payment shown on a statement will not constitute a waiver by us of any default.

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

We can suspend or end this agreement or cancel any or all cards or reduce your credit limit immediately if you 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, or, at our discretion, continue to pay the minimum payment. 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.

This paragraph applies to Quebec residents if we immediately require payment in full.

Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

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

Within 30 days following the receipt by you of the notice and, where necessary, of the statement of account, you may:

(a) either remedy the fact that you are in default;

(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in your interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

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

CANCELLING THIS AGREEMENT/ CLOSING THE ACCOUNT

You May Cancel This Agreement

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

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

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

You May Close Your Account

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

We May Close Your Account or Cancel Any Card

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

COMMUNICATING WITH YOU

Statements, notices (which includes changes to this agreement), disclosures and other communications (together called *communications*) will be sent to you in writing and will be mailed or delivered to you at the address which is maintained in our records for your account (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) 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 may make changes to your account without further notice based on your place of residence as set out in this agreement.

For example, your minimum payment is determined by your province of residency. Please refer to the information box and disclosure statement for more information on how we determine your minimum payment.

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

You 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

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

COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED

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

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

ASSIGNMENT OF CLAIMS

Although we may have no obligation to do so, if we credit your account in relation to your claim against a third party such as a merchant, you 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

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

TAXES, DUTIES AND EXCHANGE CONTROL

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

LIMITATION OF OUR LIABILITY

We are not responsible or liable to you 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.

QUEBEC DISCLOSURES

The following section is only applicable to residents of Quebec

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Important Information

AMEX BANK OF CANADA - COMPLAINT HANDLING PROCEDURES

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

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

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

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

Step Two: Elevate your concern

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

Please see the "Timelines" section below.

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

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

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

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

Please see the "Timelines" section below.

Timelines:

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

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

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

Obtaining a status on your complaint

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

Elevating your complaint outside of Amex Bank of Canada

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

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

401 Bay Street
Suite 1505, P.O. Box 5
Toronto, Ontario M5H 2Y4

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

FINANCIAL CONSUMER AGENCY OF CANADA

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

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

You can reach the FCAC by:

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

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

VOLUNTARY COMMITMENTS AND CODES OF CONDUCT

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

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

AMEX CANADA PRIVACY CODE

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

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

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

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

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

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

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

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

communications and content. If requested by the customer, we will provide further explanation.

Nature of Information Collected

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

The Information we collect from time to time may include:

- Information to identify you such as name, date of birth, contact information, government issued documentation details (for example, a driver's license), and your background (for example, occupation),
- Information about your financial circumstances and behaviour, such as your income, assets, payment history and credit worthiness,
- Information for the provision of products and services (for example, language, travel, lifestyle and other preferences, and information on a loyalty or reward program attached to your product),
- Information relating to transactions arising from your relationship with or through us (depending on the product or service, this may include purchase details, details about how you make payments to us or use our products to make payments to others), and
- Information about your browsing history and the device you use to browse our websites, mobile applications or other online communications and content and your IP address.

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

- ***Health Information*** In certain appropriate circumstances, we or others providing services through us may ask for health information for specific services (such as insurance) or requests. This type of Information will not be used for any purpose other than to address the specific service or request. We will not request or use health information to assess a credit application.
- ***Social Insurance Number*** Disclosure of Social Insurance Numbers (*SIN*) to match credit bureau information is optional for credit/charge or other loan products. If you provide your SIN for a credit product, we will use it to match credit bureau/reporting agency information. This allows us to distinguish you from other individuals, particularly those with similar names, and helps ensure the accuracy of the Information collected and reported.
- ***Date of Birth*** Date of birth is required in certain circumstances to comply with "know your customer" standards, or for security reasons. It also allows us to determine your eligibility for certain products or services.
- ***E-mail, Text Message and Other Electronic Communications*** We may send customer service and marketing communications to you electronically. Examples of customer service include electronic statement, collection and other notices. We may also provide payment due, account balance, approaching credit limit, payment received and other account alerts.
- ***Online Information*** We may use online information available through the websites, mobile applications and other online communications and content that you use on its own or combined with other Information we have about you to deliver products and services,

prevent fraud, update you about new features and benefits and conduct research and analysis.

- ***Travel and Lifestyle Preferences*** If you hold a product in which we provide concierge services and travel services offered by Amex Canada Inc., your travel and lifestyle preferences like the individual authorized to make bookings on your behalf, your preferred retailers, restaurants and leisure activities could be used by us to customize, personalize and coordinate concierge and travel recommendations and bookings.

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

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

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

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

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

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

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

Subject to legal and contractual restrictions, you can withdraw your consent to our use of your Information at any time with reasonable notice. For example, as described above you may choose not to receive marketing offers or other promotional materials. If you refuse or withdraw your consent for any purpose

that is required by us to fulfill our product or service contract with you, we will not be able to provide you, or continue to provide you, with the product or service. In some cases, certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit product from us, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. This is necessary to support and maintain the integrity of the credit granting process. Similarly, you cannot withdraw your consent on matters that are essential to the management of our businesses, including the disclosure of Information when we assign our rights to others such as for the sale or collection of debts.

3. We ensure Information quality.

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

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

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

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

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

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

• Credit Reports

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

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

5. We use prudent Information security safeguards.

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

6. We limit the disclosure of customer Information.

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

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

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

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

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

8. We hold ourselves responsible for our Privacy Code.

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

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

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

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

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

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

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

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

Questions and Concerns:

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

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

About American Express in Canada

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

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

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

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

American Express®
Cardmember Service

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

Telephone Numbers

From anywhere in Canada/U.S.
1-800-869-3016
1-866-549-6426 (TTY/TDD)

From outside of Canada/U.S. (please call collect)
(905) 474-0870

Address

AMEX BANK OF CANADA
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