



CONSUMER AND SMALL BUSINESS ELECTRONIC COMMUNICATIONS AND EMAIL STATEMENT NOTIFICATION TERMS AND CONDITIONS

In these Terms and Conditions: " Agreement " means this Electronic Communications and Email Statement Notification Terms and Conditions; "we" "us" "our" and "Amex Bank" means Amex Bank of Canada and its successors and assigns; "you", "your" and "yours" means the Basic Cardmember or other eligible customer; "Service" means the online or electronic services that we offer to provide Communications; "Account" means the Basic Cardmember's card account(s) indicated on the Form, any supplementary card(s) associated with such Basic Cardmember's card account(s), successor, additional or replacement card accounts, or another eligible account (as applicable); "Amex Agreement" means the Amex Bank - Cardmember Agreement and Disclosure Statement or other agreement in respect of an Account, as applicable; "Communications" means statements of Account including rewards summary (if applicable), and other Account notices, disclosures and amendments of the Amex Agreement and other communications.

By indicating that you have read and agreed to this Agreement, by registering for the Service or if we have enrolled you in the Service (if applicable), you authorize, agree , acknowledge and consent as follows:

You have received, read and agreed to the terms of this Agreement; all information that you have provided is accurate and complete; you are the Basic Cardmember on the card Account(s) or our customer for another Account that is eligible for the Service; and you would like to receive special email offers and updates from us if you have selected this option or otherwise provided your consent. This Agreement is a supplement to and in addition to your Amex Agreement with us. This Agreement does not apply to American Express Corporate Cards except for American Express Corporate Cards for Small Business.

You consent, effective immediately, that we may provide statements, disclosures and certain notices (which includes changes to agreements) electronically including posting them on our website (including americanexpress.ca) or within Online Services on such website and/or by email 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. It is your responsibility to register for or maintain your registration for Online Services and select or maintain your *User ID* and *Password*, promptly access communications and print or save them and inform us of any change to your contact information including email address. These communications will generally be available online for a minimum period of sixty (60) days. For consumer accounts, you may at any time revoke your consent to receiving electronic statements and disclosures. There is an option to print or save this Agreement.

Once enrolled in the online-only electronic statement option for the Service, you agree that we may stop sending you paper versions of Communications. We may send you an email or other notification (if applicable) indicating that Communications can be accessed through Online Services at americanexpress.ca/onlineservices or at such other website or electronic communication channel that we notify you. If you enroll in the online-only electronic statement option for the Service, it will replace printed billing statements, rewards statements (if



applicable) and certain other Account notices and disclosures sent by mail but cheques and certain vouchers may be sent by mail.

You agree that it is your responsibility to access and check regularly for your electronic statement and to access any legal notices, disclosures and other Communications that we may provide electronically even if you do not receive an email or other notification.

You agree that we may send Communications by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a statement or other notice, or any combination of these or other means and you agree that it is your responsibility to access all such Communications. Unless otherwise provided by applicable law, all electronic Communications that we provide including your statement will be deemed to be received by you on the day that we send the email to you or post the electronic communication even if you do not access the electronic communication for any reason. You agree that at our sole discretion we may treat any termination of this Agreement or cancellation of the Service as a temporary suspension of this Agreement and the Service and permit you to reinstate this Agreement and the Service by advising us orally or in another form that we may require. You agree not to dispute any electronic Communication on the basis that it was not in writing or was not signed.

We reserve the right to send printed Communications to you by mail for a particular Account or for certain Communications or otherwise at our sole discretion from time to time. Therefore, you agree to promptly notify us of any change to your mailing address even if we generally communicate with you electronically. However, if you have enrolled in the online-only electronic statement option, the Service will generally replace printed billing statements and other Communications sent by mail beginning as early as the next billing cycle after enrollment.

If the Account is an American Express Card, you (the Basic Cardmember) agree to provide this Agreement and all notifications related to this Agreement to all Supplementary Cardmembers.

We are not responsible if you do not receive email notifications due to your email address changing or being invalid or due to systems failures, interruptions in communications systems, your email settings or any other reasons. If necessary, it is your sole responsibility to adjust your email service settings and any anti-spam filters so that you will receive our email notifications. Failure to receive an email notification or an inability to access Online Services or your electronic statement or another Communication for any reason does not constitute an exception to your obligation to pay your Account balance on time or any requirements of your Amex Agreement and you will still be bound by our statements and other Communications. Replacement printed copies of statements or other Communications are subject to applicable fees as set out in the Amex Agreement.

If you revert to printed billing statements sent by mail, you understand and agree that it may take time to process your request and that you must continue to use the Service by accessing your statement and notices online until you receive a printed billing statement by mail. We may continue to provide other communications electronically. Cancellation of this Agreement does not terminate the Amex Agreement or any other agreements or relieve you of any obligation to pay all amounts owing to us by a method of payment that is acceptable to us.

We may cancel, change or suspend this Agreement or the Service at any time by providing you



with notice and we may cancel, change or suspend this Agreement or the Service without notice if we consider you to be in default under the terms of this Agreement or the Amex Agreement or in the event of technical or security difficulties with the Service. If the Account is cancelled, we have the right to cancel the Service without notice. If the Account is replaced, it is your responsibility to re-enroll in the Service. However, in the case of a renewal card with the same Account number, the Service will continue to be provided automatically. There may also be other circumstances in which you will have to re-enroll in the Service.

You are solely responsible for obtaining and maintaining your own compatible computer system, software, and communications lines required by you to properly access the Service and in accordance with all applicable laws and our requirements. All telecommunications and other charges incurred by you in gaining access to the Service are your sole responsibility. Technical and security requirements may change from time to time. We are not responsible for any misuse of the Service by you or anyone else and you must maintain the security of your Online Services *User ID* and *Password*. If the Service is not available within your geographical location, you agree that your sole remedies are not to enroll in the Service or to terminate the Service. You agree not to use the Service for any illegal or abusive purpose or in any way which damages, interferes with or disrupts the Service or any property of ours or a third party. You agree to immediately notify us of any use of the Service that is illegal, unauthorized, fraudulent or prohibited by this Agreement.

To the extent permitted by applicable law, we shall not be liable to you, or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever arising from or in connection with this Agreement and the Service (whether in contract, tort, strict liability, products liability or otherwise), including without limitation, lost revenues, loss of profits, loss or interruption of business or other economic loss and even if we have been notified of the possibility of such damages. We have made no warranty of merchantability, fitness for a particular purpose or non-infringement regarding the Service and we make no warranty that the Service will meet your requirements, be uninterrupted, timely or error free. Any use of the Service and any material or data downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damages including without limitation to your computer or data. You agree that your sole remedy is to terminate the Service. This paragraph will survive termination of this Agreement.



STATEMENT READY EMAIL NOTIFICATION AND STATEMENT DELIVERY TERMS AND CONDITIONS - ADDENDUM

These Statement Ready Email Notification and Statement Delivery terms and conditions are a supplement to and in addition to your Cardmember Agreement with Amex Bank of Canada.

Statement Delivery/ Email Notification

Subject to your organization's election of statement delivery options discussed below, all Corporate and Corporate Purchasing Card Cardmembers registered with My Account are eligible to select Paper Statement with Statement Ready Email Notification for their Corporate Card and Corporate Purchasing Card accounts. The Statement Ready Email Notification will inform you that an electronic PDF version of your monthly billing statement is ready to view, download or print, and will include a link to My Account.

Paper Statement with Statement Ready Email Notification:

If you are eligible for and select this option, you will continue to receive your monthly billing statement via regular mail. In addition, you will also receive a "Statement Ready Email Notification" via email usually within 5 days of your monthly billing statement date at the email address included in your My Account profile. The Statement Ready Email Notification will inform you that your electronic monthly billing statement is ready to view, download or print, and will include a link to My Account. After clicking the link to My Account, you will need to log-in using your user ID and password to access account information and view your electronic monthly billing statements.

Paper monthly billing statements will continue to be mailed to your address of record provided at the time of Card issuance, or as updated subsequently by either you or your company's Program Administrator. You are responsible for paying your monthly billing statement in accordance with your Amex Bank of Canada Cardmember Agreement.

To ensure that you receive your Statement Ready Email Notifications notices, it is your responsibility to maintain your email address within My Account or otherwise adequately notify Amex Bank of Canada of any email address changes. In the event that you do not receive your Statement Ready Email Notification for any reason, you are still accountable for paying your monthly bill in accordance with your Amex Bank of Canada Cardmember Agreement.

Paper Statement without Statement Ready Email Notification:

If you are eligible for and select this option, you will continue to receive your monthly billing statement via regular mail but you will not receive any Statement Ready Email Notifications. Paper monthly billing statements will continue to be mailed to your address of record provided at the time of Card issuance, or as updated subsequently by either you or your company's Program Administrator. You are responsible for paying your monthly billing statement in accordance with your Amex Bank of Canada Cardmember Agreement.



Please Note: If your organization has mandated the on-line statement delivery option for your Corporate Card or Corporate Purchasing Card Account (or has permitted this option and you have selected this option), more fully discussed below, you will automatically be enrolled in the Statement Ready Email Notification program as this is required for all Cardmembers receiving on-line statement delivery.

Online Only Statement Delivery

Your eligibility to select the "Online Only Statement Delivery" option is at the discretion of your organization. If this option shows as being available or required for your Corporate Card or Corporate Purchasing Card Account, you have either been granted the option to choose an online only statement delivery method or have been mandated by your organization to receive future monthly billing statements online only. With Online-Only Statements, Cardmembers will no longer receive paper monthly billing statements beginning as early as the next monthly billing statement date that follows the date you or your organization selected the online only delivery method.

Online-Only Statement with Statement Ready Email Notification:

If you are eligible for and select this statement delivery option or your organization has chosen to mandate this delivery method, you will no longer receive your monthly billing statement via regular mail as all future monthly billing statements will be delivered online only through American Express' secure Web-based application, My Account*. In addition, you will also receive a "Statement Ready notification" via email usually within 5 days of monthly billing statement date at the email address included in your My Account profile. The Statement Ready Email Notification will inform you that your electronic monthly billing statement is ready to view, download or print, and will include a link to My Account. After clicking the link to My Account, you will need to log-in using your user ID and password to access account information and you're your electronic monthly billing statements.

To ensure that you receive your Statement Ready Email Notifications notices, it is your responsibility to maintain your email address within My Account or otherwise adequately notify Amex Bank of Canada of any email address changes. In the event that you do not receive your Statement Ready Email Notification for any reason, you are still accountable for paying your monthly bill in accordance with your Amex Bank of Canada Cardmember Agreement.

Your electronic monthly billing statement will serve as your legal billing statement. In the event of delinquency, a paper monthly billing statement will be mailed to your address of record each month until your account balance is current. Once your balance has returned to current status, your paper monthly billing statements will cease and you will need to access your online electronic monthly billing statements for details on your balances, charges and transactions.

* To protect the security of your company and personal data, My Account requires a browser that supports 128-bit SSL encryption.