



Terms and Conditions

IMPORTANT NOTE: If you are enrolling an eligible personal or small business card to receive your statements online through Canada Post's epost website ("epost"), you must agree to the following Electronic Statement Terms and Conditions. Corporate cards are not eligible for this Service.

ELECTRONIC STATEMENT TERMS AND CONDITIONS

Definitions:

In these Electronic Statement Terms and Conditions: "Agreement" means these Electronic Statement 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 you are registering for to receive your monthly statement of Account and other Communications electronically through epost; "Statement" means your monthly billing statement of Account we provide you; "Account" means the Basic Cardmember's card account(s) registered for the Service, 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.

Your Consent to Receive Statements Electronically:

By indicating that you have read and agreed to this Agreement and by registering for the Service with epost, you authorize, 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 and you are the Basic Cardmember on the card Account(s) or our customer for another Account that is eligible for the Service.

This Agreement is a supplement to and in addition to your Amex Agreement with us.

You consent, effective immediately, that we may provide Statements, disclosures and certain notices (which includes changes to agreements) by making them available through epost.

Once enrolled in the Service, you agree that we may stop sending you paper versions of your Statement and any other Communications. Electronic access to your Statement will replace

printed billing Statements, rewards statements (if applicable) and certain other Account notices and disclosures sent by mail. Cheques and certain vouchers may be sent by mail.

You agree that we may send Communications through epost and you agree that it is your responsibility to access all such Communications.

Your electronic monthly Statement of Account will serve as your legal billing statement and you acknowledge that it is your responsibility to look on the epost website in order to see your monthly Statement of Account. Any other notifications or emails sent to you by us or epost do not impact your obligation to access your Statement online.

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.

You agree that epost is owned and operated by the Canada Post Corporation (“Canada Post”) and you must comply with all Canada Post terms and conditions related to epost.

There is an option to print and/or save this Agreement.

Contact Information:

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 you generally receive Communications electronically. However, if you have enrolled in the Service, Statements and electronic Communications will generally replace printed billing Statements and other Communications sent by mail beginning as early as the next billing cycle after enrollment.

As a courtesy, epost generally sends email reminders advising your Statement is available. You agree you are still responsible for full payment of your outstanding Account balance when it becomes due even if you do not receive an email reminder from epost.

We are not responsible if you do not receive email reminders 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. It is your sole responsibility to adjust your email service settings and any anti-spam filters so you receive email reminders.

An inability to access your Statement or another Communication through epost 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.

Accessing Electronic Statements:

These Communications will generally be available online for a minimum period of sixty (60) days.

You hereby designate the epost website as the information system through which you will receive Communications. It is your responsibility to register for and maintain your registration with epost and to promptly access Communications and print or save them.

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 provided to you electronically even if you do not receive an email or other reminder about such Communications.

Unless otherwise provided by applicable law, all electronic Communications including your Statement will be deemed to be received by you on the day the electronic Communication is posted online even if you do not access the electronic Communication for any reason.

You agree not to dispute any electronic Communication on the basis that it was not in writing or was not signed.

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 are responsible for ensuring you access all Communications and/or the Service through a secure computer system.

Revoking Consent:

You may at any time revoke your consent to receiving electronic statements and disclosures by cancelling your epost account or cancelling Amex Bank as a mailer through epost or our online services available at www.americanexpress.ca and we will revert to sending you printed paper Statements and Communications or provide you online only Statements directly from American Express, whichever you have requested.

If you enroll to receive online only Statements directly from Amex Bank and you are already enrolled with epost, your consent to receive electronic Statements and Communications through epost will be considered revoked and you will receive all future Statements and Communications through our online services available at www.americanexpress.ca.

Changing your preference and requesting the receipt of paper Statements through Amex Bank will automatically de-register you from the Service and a monthly fee for paper Statements will apply to your Account if you hold the Choice Card or the ChoicePlus Card.

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 we permit you to reinstate this Agreement and the Service by re-registering online through epost.

You understand and agree that it may take time to process your request to revoke the Service 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. 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.

Misuse of 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 Canada Post. You agree to immediately notify us or Canada Post of any use of the Service that is illegal, unauthorized, fraudulent or prohibited by this Agreement.

Account Delinquency:

In the event your Account is delinquent, a paper monthly billing Statement will be mailed to your address of record each month until your Account balance is current.

If you fail to bring your Account into current status your Account will be cancelled in accordance with the terms and conditions of your Amex Agreement. If your Account is cancelled future Statements will no longer be viewable through epost.

Changes or Cancellation of the Service:

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. Should this Service be cancelled or suspended you may sign up to receive Statements electronically by registering with American Express Online Services at www.americanexpress.ca. If the Service is suspended and/or cancelled and you do not register to receive your Statements electronically from us we will send you paper monthly billing Statements. If you hold the Choice Card or the ChoicePlus Card a monthly fee for paper Statements will apply.

If we are unable to post the link to your Statement on epost for any reason whatsoever, or we have reason to believe you did not receive your electronic Statement, we can suspend or cancel this Agreement and/or start sending you printed billing Statements.

If the Account is cancelled, we have the right to cancel the Service without notice.

If the Account is replaced with a new card number you will need to re-enroll your new card number in the Service. If you do not register your new card number with epost in a timely manner we will mail you a printed Statement of Account. We will continue to provide you with a printed Statement of Account by mail until such time as you register your new card number with epost. If you do not register your new card number with epost we will continue to mail you a printed copy of your Statement each month.

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.

Disclaimer:

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.

To the extent permitted by applicable law, we will not be liable to you, Canada Post 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 acknowledge and agree that using epost for the Services means you will be bound by the terms and conditions of epost as well as this Agreement. You agree Amex Bank does not facilitate or operate the epost website or Service and we are not be liable for any use, misuse, operation or merchantability of any Services provided by epost.

You agree that your sole remedy is to terminate the Service.

These terms will survive termination of this Agreement.

These Electronic Statement Terms and Conditions are a supplement to and in addition to your Cardmember Agreement with Amex Bank.

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