

American Express® Aeroplan®* Corporate Reserve Card Application

AMERICAN EXPRESS USE OF PERSONAL INFORMATION

Privacy Notice

In this Notice, the words "we", "our" and "us" mean Amex Bank of Canada ("Amex Bank"), its affiliates (including Amex Canada Inc., a provider of travel related services also referred to as American Express Travel 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").

"Corporate Card" means any American Express corporate card issued to you under the terms of an agreement with us. "Company" means the legal entity in whose name the account is opened and is whose name appears, in most instances, on the Corporate Card.

CONSENT TO USE OF PERSONAL 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/or any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship, and to use other third party databases (including registries and licensing authorities) or references provided by you to obtain or verify Information about your financial circumstances, your background or to identify you and detect fraud; we may verify name, address, phone number, email and other information; (6) as permitted by or to comply with legal and regulatory requirements; (7) to, unless prohibited at the Company's request, promote and market products and services offered by us or other well established companies, including by means of direct marketing, through ordinary mail, e-mail, telephone or other available communication channels; (8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to share and exchange with such third party suppliers, and their agents and service providers any Information reasonably required for the provision of the service or benefit and, (i) sharing and exchanging with Aeroplan Inc. ("Aeroplan") and Air Canada (and these references include their affiliates and agents) Information for use in the Aeroplan Program (the "Program") and for Air Canada benefits including your Aeroplan number, your name, Company name, Program and Aeroplan Corporate Card account enrollment and status, card type, language preference and contact information including, address, phone numbers and email address; (ii) collecting from Aeroplan and Air Canada under (7) Information about your participation in the Program including frequency and type of Program transactions, age band, contest participation, your Program tier and use of Program services, and points earned, transferred and redeemed, including frequency, and points balance; (9) to share or exchange with the Company, and its parent or affiliates and their respective service providers or agents, including, at the request of the Company, to process, consolidate and transmit Information to the Company's third party service provider for the purposes of preparing reports, analysis and other such services to be made available to the Company by such third party service provider; (10) to, if you participate in a recurring or automatic billing program with any business or supplier, share or exchange with the applicable business or supplier for the reasonably required purposes of your participation in such programs; and (11) 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. You agree that we, or reputable organizations selected by and acting for us, may from time to time monitor and/or record any of your telephone calls with us for the purpose of servicing accuracy, quality assurance, training and record keeping. We may use Information in our records for as long as it is needed for the purposes described above even after our relationship with you has ended.

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

You consent to our collection, disclosure, use and processing of Information for the purposes described above. You authorize third parties to give us Information for these purposes. If you provide us with information about any other individual, you confirm that the individual (i) has consented to our collection, disclosure, use and processing of that Information for these purposes as reasonably required and (ii) authorizes third parties to give us the Information for these purposes.

You may at any time refuse or withdraw your consent under (7) completely or you may select from any partial consent options we make available by calling 1-800-716-6661 or 905-474-9329. Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit information we may provide you when you contact us.

NATURE OF INFORMATION COLLECTED

The Information we collect from time to time may include: (1) Information to identify you such as name, date of birth, contact information, government issues documentation details (for example, a driver's license), and your background (for example, occupation) as required by law; (2) Financial Information, such as your income, assets, payment history and credit worthiness; (3) Information for the provision of products and services (for example, language and other preferences, and Information on a loyalty or reward program attached to your product); (4) 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). 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. We monitor transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective.

PRIVACY CODE

To obtain more information about our policies and procedures in protecting your privacy, you can visit our website at www.americanexpress.ca/privacy or call us at 1-800-716-6661 or 905-474-9329 to request a copy of our Privacy Code. Our Privacy Code includes additional illustrative descriptions and examples to help you understand the nature of the information we collect and how it relates to many of the purposes in this Notice; how to request access and correction to your Information held by us; our approach to processing and storage of information outside of Canada; and additional details about your consent rights. Our Online Privacy Statement describes how we collect, use and disclose Information online including through websites, mobile applications and other online communications and content.

LANGUAGE (FOR QUEBEC RESIDENTS ONLY)

Unless otherwise indicated under the "Information of Individual Requesting Card" section above, you confirm that you wish this application, the Agreement and all communication, including statements, notices and other documents from us and our affiliates to be in English until you otherwise advise us. À moins d'indication contraire énoncée ci-dessus à section Information of Individual Requesting Card, vous confirmez que vous désirez que cette demande, la convention et toutes communications, y compris les, avis et autres documents, en provenance de nous, de personnes morales de notre groupe et de marchands qui acceptent la Carte, soient rédigés en anglais, sauf avis contraire de votre part.

SPECIAL AEROPLAN PROVISIONS

If you are not an Aeroplan Member, the full terms and conditions of the Aeroplan Program and Aeroplan's Privacy Policy can be found at www.aeroplan.com. For more information about the Aeroplan Program including how Aeroplan may collect, use and share information, including opting out from receiving any marketing communications from Aeroplan please contact an Aeroplan customer service agent at 1-800-361-5373 or go to www.aeroplan.com.

¹Program subject to additional terms and conditions provided in the agreement received with the Card.

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** For trademark ownership details see: americanexpress.ca/aeroplantrademarks