

American Express @ Work[®] User Enrolment Form

Please select applicable services to manage the online program:

Corporation Name _____

Corporate ID _____

Market _____

Section 2 – Select Services

Please select the services you would like access to:

Online Program Management
(To be completed by the enrollee)

Master Control Account (if available)
373 _____

Online Statement

Corporate Purchasing Card
373 _____

373 _____

Busiess Travel Account

373 _____

373 _____

@ Work Reporting – Standard

Basic Control Account (if available)
373 _____

Buyer Initiated Payments
373 _____

373 _____

vPayment

373 _____

373 _____

@ Work Reporting – Customizable

Recipient ID (if available)

Corporate Membership Rewards Management

Recipient ID (if available)

Section 3 - Confirmation/Authorization of Enrolment

(TO BE COMPLETED BY ENROLLEE AND AN AUTHORIZED INDIVIDUAL WITHIN THE ENROLLEE'S ORGANIZATION)

ENROLLEE

First Name* _____

Last Name* _____

Signature of Enrollee* _____

Date* _____

AUTHORIZING OFFICER OR PROGRAM ADMINISTRATOR

First Name* _____

Last Name* _____

Job Title* _____

Signature of Authorizer* _____

Date* _____

AMERICAN EXPRESS ONLINE SERVICES ADDENDUM

THIS AMERICAN EXPRESS ONLINE SERVICES ADDENDUM ("Addendum") sets forth the terms and conditions that apply to Your Company ("Company", "you", "your", as referenced in Enrollee's Information section on page 2), your access to and use of American Express online services, including, without limitation, any combination of @ Work Reporting, @ Work Expense Reporting, @ Work Corporate Account Reconciliation, @ Work Hotel Folio, @ Work Corporate Membership Rewards, and any other @ Work or other online services that Amex Bank of Canada and other affiliates and licensees of Amex Bank of Canada operating Commercial Card Services (individually and collectively, "American Express", as applicable may offer from time to time ("Online Services") and which you agree to access and use in accordance with these terms and conditions and the terms and conditions of your Commercial Services, Corporate Card, BTA or Corporate Membership Rewards Agreement ("Agreement"). By using the @ Work services as described in this Addendum you agree to be bound by the terms and conditions of this Addendum. This Addendum is part of your Agreement with American Express in the country where the Online Services are provided and the terms and conditions of the Agreement are incorporated by reference herein. Capitalized terms used but not otherwise defined in this Addendum will have the meaning ascribed to such terms in your Agreement.

1. AUTHORIZED USERS. Use of the Online Services is restricted to those authorized users such as employees, contractors, or agents Company considers to reasonably require access and designates accordingly (each a "User" and collectively, "Users"). Company agrees that Company shall not substitute or replace any User, or add any additional Users, except upon notice to and with the assistance of American Express. Company shall be responsible for its Users and ensure that all Users comply with the terms and conditions of this Addendum.

2. SECURITY INFORMATION. Company is responsible for protecting the confidentiality of the user ID assigned to each User by American Express and the password associated therewith for use of the Online Services (collectively, the "Security Information") and shall ensure that Users only access the Online Services via the designated websites using the Security Information individually assigned to the respective User. American Express shall not be responsible for any misuse of the Online Services by Company or its Users or anyone else, nor for disclosure of confidential information through the Online Services where Company or its Users has disclosed the Security Information for any reason.

3. LICENSE RIGHTS AND TERMS: FEES

3.1 American Express hereby grants Company a limited, non-transferable, non-exclusive license to permit Users to access and use the Online Services that Company elects to authorize its Users to access and use from time to time, for the sole purpose of managing data and accessing and/or creating reports relating thereto to Company's Commercial Card program. Additional Online Services may require a separate schedule, click-through agreement or other manual or online arrangement as mandated by American Express from time to time ("Additional Online Services").

3.2 American Express shall retain all rights to and in the Online Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights.

3.3 Neither Company nor its Users may download the Online Services. Neither Company nor its Users shall: (i) remove any copyright or other proprietary legends or marks from the Online Services; (ii) sub-license, lease, rent, assign, transfer or distribute the Online Services to any third party; (iii) alter, modify, copy, enhance or adapt the Online Services; (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the Online Services with any other software or materials; or (v) otherwise create or attempt to create any derivative works from the Online Services. Notwithstanding the foregoing, you may download JAVA Applets as applicable based on the Online Services selected and you may download, keep or merge reports generated by you through the Online Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through Online Services.

3.4 Termination and changes to this Addendum as well as termination, suspension or revocation of any User's access to the Online Services are subject to the terms of Company's relevant Agreement. The license granted in this section shall terminate with respect to each Online Service selected by Company upon termination of such service by either Company or by American Express, or upon termination of Company's relevant Agreement. Upon termination of the Online Services, or any portion thereof, Company shall immediately require that all Users cease using the Online Services and promptly pay any applicable Fees accrued but unpaid as of the expiration or termination date.

3.5 Company acknowledges that fees and other costs may apply with respect to the Online Services, and Company agrees to pay such fees to American Express as and when they become due.

4. COMPANY OBLIGATIONS. Company will comply with all applicable laws with respect to the Online Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the Online Services with content and data for which Company has all necessary rights.

5. SERVICE INTERRUPTIONS. American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible under the circumstances. The Online Services may experience unanticipated downtime or interruptions.

6. INFRINGEMENT. American Express will notify Company of, and defend Company against, a claim that the Online Services infringes a valid Canada trademark or copyright so long as such claim does not arise from the use or incorporation by Company of any materials not supplied by American Express to Company, any change of such materials by anyone other than American Express, or the use of the Online Services in a process specified by anyone other than American Express. Company shall promptly notify American Express in writing of any such claim or lawsuit and shall give American Express the right to defend and settle any such claim or lawsuit using counsel of American Express' choice. American Express will pay resulting costs, damages and reasonable attorney's fees finally awarded against Company or agreed to in any settlement provided that (i) Company promptly notifies American Express of any such claim, (ii) American Express has sole control of the defense and all related settlement negotiations, and (iii) Company cooperates in the defense and furnishes all related evidence in its control. If such a claim has occurred, or in the opinion of American Express' counsel is likely to occur, Company shall immediately discontinue all use of the Online Services.

7. DISCLAIMER OF WARRANTIES

7.1 American Express will not be responsible if any information to be made available via the Online Services is not available or is inaccurately displayed due to systems failure, interruptions in the communications systems or other reasons outside of American Express' control.

7.2 THE ONLINE SERVICES ARE PROVIDED "AS IS" AND AMERICAN EXPRESS AND ITS THIRD PARTY SUPPLIERS AND LICENSORS SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY.

8. TERM AND TERMINATION

This Addendum shall be in full force and effect for the term of the relevant Agreement unless terminated earlier by us or by you upon notice to us.



Ian Penny
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Amex Bank of Canada

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05/2024 - English

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