

**AGREEMENT BETWEEN
AMERICAN EXPRESS® AEROPLAN®*
CORPORATE CARDMEMBER OR
AMERICAN EXPRESS® AEROPLAN®*
CORPORATE RESERVE CARDMEMBER
AND AMEX BANK OF CANADA**

TABLE OF CONTENTS

CARDMEMBER AGREEMENT

Introduction.....	2
Liability for Charges – Immediate Payment.....	2
Delinquency Assessments.....	3
Payment.....	3
Charges Made in Foreign Currencies.....	4
Use of Aeroplan Corporate Cards.....	4
Problems with Goods and Services.....	5
Lost and Stolen Corporate Cards and Misuse of The Corporate Card Account ...	5
Additional Services.....	5
Automated Banking Machine Access/Personal Identification Number.....	5
Use of Your Corporate Card and Codes.....	6
Replacement Cards.....	6
Recurring Charges.....	7
Consent to Use Personal Information.....	7
Communicating With You.....	7
Changing This Agreement/Assignment/Waiver/Severability.....	8
The Card Remains Our Property.....	8

AEROPLAN PROGRAM TERMS

Special Aeroplan Provisions.....	10
Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies.....	10
Earning Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boosts and Maple Leaf Lounge One-Time Guest Passes through the use of your American Express® Aeroplan®* Corporate Card and American Express® Aeroplan®* Corporate Reserve Card.....	10
Law that Applies.....	19
Language (for Quebec residents only).....	20

OTHER IMPORTANT INFORMATION

Amex Bank of Canada Complaint Handling Procedures.....	21
Financial Consumer Agency of Canada (“FCAC”).....	22
Commitments and Codes of Conduct.....	22
Privacy Notice.....	23
American Express® Cardmember Service.....	27

INTRODUCTION

Your use of the enclosed American Express Aeroplan** Corporate Card or American Express Aeroplan** Corporate Reserve Card will be governed by this Agreement. Such cards will be referred to as the “Aeroplan Corporate Card”.

IMPORTANT: Before you sign or use the Aeroplan Corporate Card, read this Agreement thoroughly, because by either signing, using or accepting the Aeroplan Corporate Card, you will be agreeing with us to everything written here and the use of your Aeroplan Corporate Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the Aeroplan Corporate Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted this Agreement.

As you read this Agreement, remember that the words “you” and “your” mean the person named on the enclosed Aeroplan Corporate Card. The words “we”, “our” and “us” refer to Amex Bank of Canada, P.O. Box 7000, Station B, Willowdale, Ontario M2K 2R6. The word “Company” means the firm in whose name the account has been opened and whose name appears, in most instances, on the Aeroplan Corporate Card under your name. “Company Agreement” means the Agreement between the Company and us.

The Aeroplan Corporate Card issued to you is for use in connection with the account opened in the name of the Company. The account will be deemed to be located at the address shown above. You should not use the Aeroplan Corporate Card before or after the period of validity shown on the Aeroplan Corporate Card. Because you received the Aeroplan Corporate Card at the request of the Company, we can cancel the Aeroplan Corporate Card if the Company requests or if the Company is unable or unwilling to meet all its obligations relating to it or to the account.

LIABILITY FOR CHARGES – IMMEDIATE PAYMENT

ALL CHARGES ARE DUE AND PAYABLE IN FULL IMMEDIATELY UPON RECEIPT OF OUR MONTHLY STATEMENT. All amounts charged to an account, including without limitation purchases, annual Aeroplan Corporate Card fees (if applicable), delinquency assessments, or other fees will be called “Charges” in this Agreement. Charges also include any purchases in respect of which you have evidenced an intent to incur a Charge, regardless of whether you have signed a Charge form. You are liable to us for all Charges made in connection with the Aeroplan Corporate Card issued to you even though we may deliver monthly statements for some or all of the Charges to the Company. You are also liable to us for all unauthorized charges related to a lost or stolen card or code being used by an unauthorized person under the circumstances set out in the “Use of Your Corporate Card and Codes” section of this agreement.

You must notify us immediately of any change in your billing address.

The terms of this section differ based on the corporate program the Company has agreed to within your Company Agreement. Please refer to the Liability for Charges section in your Cardmember Agreement located in the Welcome Kit mailed to you for review of the obligations applicable to you, the Cardmember, Company and American Express.

We will send you a monthly billing statement for any billing period when there is activity or a balance on the account. The time between successive monthly statements will vary from 25 to 34 days depending upon the number of business days in the month and because statements are prepared only on business days. You agree to notify us in writing of any omission from or error on the statement within 25 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct, except for any amount which has been improperly credited to the account.

DELINQUENCY ASSESSMENTS

If any Charge is not paid in full by the date of the next monthly statement after the monthly statement on which it first appears such Charge will be considered "Delinquent". If a Charge becomes Delinquent, it will become subject to a fee (called a "Delinquency Assessment") on the outstanding balance owed on such Delinquent Charge until such balance is paid in full. *The terms of this section differ based on the corporate program your employer has agreed to. Please refer to the Delinquency Assessments section in your Cardmember Agreement located in the Welcome Kit mailed to you for review of the specific Delinquency obligations applicable to you, the Cardmember, the Company and American Express.*

The daily rate of 0.0822% would be equivalent to an annual rate of 30%, if the daily rate were imposed for consecutive billing periods totalling 365 consecutive days; however, WE DO NOT ALLOW DELINQUENT CHARGES TO REMAIN OUTSTANDING. Delinquency Assessments will not exceed any amounts permitted by law and we will not charge Delinquency Assessments on unpaid Delinquency Assessments.

Examples of Delinquency Assessments are as follows:

<u>Outstanding Balance of Charge which is Delinquent</u>	<u>Number of Days since the Charge became subject to Delinquency Assessments</u>			
	<u>30 Days</u>	<u>48 Days</u>	<u>54 Days</u>	<u>61 Days</u>
\$50	\$1.23	\$1.97	\$2.22	\$2.51
\$100	\$2.47	\$3.95	\$4.44	\$5.01
\$250	\$6.17	\$9.86	\$11.10	\$12.54
\$500	\$12.33	\$19.73	\$22.19	\$25.07

If we refer your account to a third party for collection, you agree to pay all expenses and costs of collection, including legal fees on a solicitor and client basis, and you agree that such amount shall be a separate debt owing by you to us and will be added to your account except as limited by law.

PAYMENT

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 fee schedule or as otherwise disclosed by us.

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.

CHARGES MADE IN FOREIGN CURRENCIES

If you make a charge or receive a refund in a currency other than Canadian dollars that charge or refund will be converted into Canadian dollars by our currency conversion affiliate, AE Exposure Management Limited (AEEML). The conversion will take place on the date the charge or refund is processed by us, which may not be the same date on which you made your charge or received your refund as it depends on when the charge or refund was submitted to us. This means that the exchange rate used by AEEML may differ from the rate that is in effect on the date of your transaction or refund. Exchange rate fluctuations can be significant. This conversion rate is set by AEEML on each weekday except January 1 and December 25 (each, a rate selection day).

If the charge or refund is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the charge or refund amount into U.S. dollars and then by converting the U.S. dollar amount into Canadian dollars. If the charge or refund is in U.S. dollars, it will be converted directly into Canadian dollars. Conversion commissions we apply to original charges will not be returned on refunds. Conversion rates applied to refunds may differ from conversion rates applied to original charges. 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.

Unless a specific exchange rate is either required by law, or is used as a matter of local custom or convention (in which case AEEML will look to be consistent with that custom or convention), AEEML's conversion rates are based on interbank rates selected from customary industry sources on the rate selection day prior to the processing date, which we increase by a single conversion commission as specified in the fee schedule 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 and may include a commission or charge, also selected by the third party. It is your decision whether to use the third-party currency conversion or not. You should check the rates and charges before completing the transaction. When a transaction is converted by a third party and is submitted to us in Canadian dollars, we will not apply a currency conversion commission.

USE OF AEROPLAN CORPORATE CARDS

You agree to use the Aeroplan Corporate Card for bona fide business purposes in accordance with Company policy. No other person is permitted to use the Aeroplan Corporate Card for any reason. You will be liable to us for payment of all Charges made with the Aeroplan Corporate Card issued to you, even if you have let someone else use the Aeroplan Corporate Card or Aeroplan Corporate Card account number. Unless prohibited by the Company Agreement, spending limits based on types of spending and a credit limit may be placed on the Aeroplan Corporate Card, either at the request of the Company or at our discretion. Otherwise, there are no specific spending or credit limits set in advance by us on the Aeroplan Corporate Card. Limits may be introduced or changed at any time without notifying you in advance. You may not exceed any limits on your Aeroplan Corporate Card account unless we permit you to. You will be liable for Charges even if they exceed these limits. You agree that you will not resell or return for a cash refund any goods, tickets, or services obtained with the Aeroplan Corporate Card. Obviously you may return an item or ticket to a firm honouring the Aeroplan Corporate Card for credit to the account, if that firm permits such returns.

If you use the Aeroplan Corporate Card to buy insurance, you give us permission to pay premiums for you when due. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Aeroplan Corporate Card account is cancelled, we will stop paying premiums for you.

We reserve the right to deny authorization of any Charge.

PROBLEMS WITH GOODS AND SERVICES

If you have any question, problem or dispute concerning the monthly statement, you should contact us and we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve your dispute. However, unless otherwise provided by law, we are not responsible for any problems you have with any goods or services you charge to the Aeroplan Corporate Card; and if you have a dispute with an establishment honouring the Aeroplan Corporate Card you must pay us anyway and settle the dispute directly with such establishment. We will not be responsible if any establishment refuses to honour the Aeroplan Corporate Card, or for any other problems you may have with such establishment.

LOST AND STOLEN CORPORATE CARDS AND MISUSE OF THE CORPORATE CARD ACCOUNT

You must tell us immediately by telephone at the contact number set out at the back of this agreement if:

- An Aeroplan Corporate Card is lost or stolen,
- a replacement Aeroplan Corporate Card has not been received,
- someone else learns a code, or
- you suspect that your account is being misused.

If an Aeroplan Corporate Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Aeroplan Corporate Card.

ADDITIONAL SERVICES

The Company may, at its discretion, allow you to participate in and make use of additional services, including use of the Aeroplan Corporate Card for funds advance at automated banking machines (“ABMs”). You may not use the Aeroplan Corporate Card to obtain any such services unless you have received authorization from the Company and have enrolled with us in connection therewith. Your use of the Aeroplan Corporate Card in connection with these services may be governed by separate agreements with us or such additional directions or provisions as we may communicate to you from time to time.

AUTOMATED BANKING MACHINE ACCESS/ PERSONAL IDENTIFICATION NUMBER

If approved by us, you may be able to use the Aeroplan Corporate Card in the automated banking machines (“ABMs”) of such financial institutions as may, from time to time, accept your Aeroplan Corporate Card in order to obtain cash advances on your account or effect other transactions. Before you may use the Aeroplan Corporate Card in such machines, you will have to be enrolled for ABM access and you will have to obtain your personal identification number (“PIN”). You agree to use the Aeroplan Corporate Card and your PIN in connection with ABM access in accordance with any additional agreements, directions or provisions as we may communicate to you from time to time.

USE OF YOUR CORPORATE CARD AND CODES

To prevent misuse of your account, you must ensure that you:

- sign the Aeroplan Corporate Card in ink as soon as received,
- keep the Aeroplan Corporate Card secure at all times,
- regularly check that you still have the Aeroplan Corporate Card in your possession,
- do not let anyone else use the Aeroplan Corporate Card,
- ensure that you retrieve the Aeroplan Corporate Card after making a charge, and
- never give out your Aeroplan Corporate Card details, except when using the Aeroplan Corporate Card in accordance with this agreement.

To protect your PIN, telephone codes, online passwords and any other codes used on your account (called codes), you must ensure that you:

- memorize the code,
- destroy any communication informing you of the code (if applicable),
- do not write the code on the Aeroplan Corporate Card
- do not keep a record of the code with or near the Aeroplan Corporate 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 (“ABM”) 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.

For unauthorized charges, provided that you and the Company complied with this agreement including the section “Use of Your Corporate Card and Codes”, and provided that you or the Company did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the Aeroplan Corporate Card, then you will not be liable to us for any unauthorized charges after we receive notice from you and your maximum liability if a lost or stolen Aeroplan Corporate Card is used in an unauthorized manner is \$50. However, if the account is used with a code at an ABM you and the company (if jointly & severally liable for Charges) will be liable for all charges which occur before we receive notice from you. If you or the company did not comply with this agreement, or if you or the company contributed to, were involved in, or benefited from the loss, theft or misuse, you and the company (if jointly and severally liable for Charges) are liable for any charges, for example, if you gave your Aeroplan Corporate Card and/or code to another person to use. Any such charges will not be considered unauthorized charges or use of an Aeroplan Corporate Card in an unauthorized manner.

You and the Company agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and the Company also agree that we may provide information to authorities.

REPLACEMENT CARDS

The Aeroplan Corporate Card will be valid until the end of the period of validity shown on the Aeroplan Corporate Card unless cancelled or revoked prior thereto in accordance with the terms of this Agreement. You authorize us to send you a

replacement Aeroplan Corporate Card before the current Aeroplan Corporate Card expires. [We will charge renewal fees to the account annually.] We will continue to issue replacement Aeroplan Corporate Cards in this manner until you or the Company tells us to stop.

RECURRING CHARGES

You may provide authorization to a provider of goods or services (a “merchant”) to bill charges on a recurring or pre-approved basis to your Card (“Recurring Charges”). To request that a merchant stop Recurring Charges you must have the right to do so by law or under your arrangement with the merchant and you must notify the merchant in writing. If there is a dispute between you and the merchant as to your right to terminate the Recurring Charge you must pay us anyway and settle the dispute directly with the merchant.

If a replacement or new Card (a “replacement Card”) has been issued to you (because, for example, your Card has been lost, stolen, damaged, cancelled, expired or switched to a different Card type) depending upon the system used and manner of submission of charges by the merchant, the Recurring Charges may (but will not always) be applied to your replacement Card. 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. You agree that we have the right to apply Recurring Charges to a replacement Card without giving you notice and you agree to be responsible for any such Recurring Charges. In order to ensure there is no disruption in Recurring Charges, it is your responsibility to contact the merchant and provide the updated information.

CONSENT TO USE PERSONAL INFORMATION

You consent to the collection, disclosure, use and processing of information about you as set out in our “Privacy Notice” as such may be made available to you from time to time.

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).

At our, or your Company’s discretion, we may automatically enroll you in our electronic statement service. Upon such enrollment by us or your Company in an electronic statement service we may also send communications to you electronically instead of by mail. You agree that we may provide communications to you by any lawfully permitted electronic means, including e-mail, posting communications on an American Express website (including amex.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.

All mailed communications will be deemed received 3 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.

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.

CHANGING THIS AGREEMENT/ASSIGNMENT/ WAIVER/SEVERABILITY

We have the right to assign this Agreement and Aeroplan Corporate Card Accounts to our affiliates or to any other financial institution at any time.

We also have the right to change this Agreement at any time.

We will notify you of any changes. You will be deemed to have accepted the changes if you keep or use the Aeroplan Corporate Card after you receive our notice. If you do not accept the changes, you may terminate this Agreement by cutting the Aeroplan Corporate Card in half and returning the parts to us. You will still be responsible for all Charges incurred before you terminate this Agreement.

If we fail to exercise or delay the exercise of any of our rights under this Agreement or if we waive our rights on any given occasion, it shall not constitute or be considered as a waiver of any of our rights at any other time or occasion.

If any provision of this Agreement conflicts with any applicable law or regulation, that provision shall be deemed by both of us to be modified to be consistent with the law or regulation, or to be deleted if modification is impossible, but your and our obligations under this Agreement, as modified, shall continue.

THE CARD REMAINS OUR PROPERTY

The Aeroplan Corporate Card remains our property and we can revoke your right to use it or require you to return it to us at any time. We can do this with or without cause and without giving you notice. If we have revoked the Aeroplan Corporate Card without cause, we will refund a pro-rata portion of your annual fee to the Company. We may list revoked Aeroplan Corporate Cards in our "Cancellation Bulletin", or otherwise inform establishments honouring the Aeroplan Corporate Card that the Aeroplan Corporate Card issued to you is no longer valid.

If you or we revoke the Aeroplan Corporate Card or it expires, or if the Company's account is cancelled for any reason, you must cut the Aeroplan

Corporate Card in half and return it to us. Also, if an establishment which honours the Aeroplan Corporate Card asks you to surrender an invalid, expired or revoked Aeroplan Corporate Card for return to us, you must do so.

You may not use the Aeroplan Corporate Card after it has expired or been revoked, after the Company's account has been cancelled or after this Agreement has been terminated.

If you ask us to cancel the Aeroplan Corporate Card or your Aeroplan Corporate Card account, but you use the Aeroplan Corporate Card or your Aeroplan Corporate Card account after that, we may consider such use as your request for reinstatement.

AEROPLAN PROGRAM TERMS

SPECIAL AEROPLAN PROVISIONS

The Aeroplan program is operated by Aeroplan Inc. (Aeroplan), is subject to separate terms and conditions from Aeroplan and Aeroplan is solely responsible for the Aeroplan program. We do not operate the Aeroplan program and we do not redeem Aeroplan points. Please ensure that you review our enclosed terms and conditions regarding earning Aeroplan points through purchases charged to your Aeroplan Corporate Card and earning Annual Worldwide Companion Passes, Status Qualification Boosts and Maple Leaf Lounge One-Time Guest Passes.

The use by Aeroplan and Air Canada** of Information (as defined below) in accordance with their privacy policies is not our responsibility. For details of how Aeroplan and Air Canada collect, use or disclose your Information and your privacy choices please see the “Aeroplan Program Inquiries and Terms and Aeroplan and Air Canada Privacy Policies” section below.

AEROPLAN PROGRAM INQUIRIES, TERMS AND CONDITIONS AND AEROPLAN AND AIR CANADA PRIVACY POLICIES

For information regarding accumulation or redemption of your Aeroplan points, and benefits:

Website	aircanada.com/aeroplan
Aeroplan Centre	PO BOX 24000, Station Pointe-Claire-Dorval Pointe-Claire, QC H4Y 1K4
Telephone	From anywhere in North America: 1-800-361-5373 Montréal: (514) 395-0300

For information regarding Air Canada’s Privacy Policy:
aircanada.com/privacy

For information regarding Aeroplan’s Privacy Policy:
aircanada.com/aeroplan-privacypolicy

For Aeroplan Program terms and conditions:
aircanada.com/aeroplan-termsandconditions

EARNING AEROPLAN POINTS, ANNUAL WORLDWIDE COMPANION PASS, STATUS QUALIFICATION BOOSTS AND MAPLE LEAF LOUNGE ONE-TIME GUEST PASSES THROUGH THE USE OF YOUR AMERICAN EXPRESS® AEROPLAN®** CORPORATE CARD AND AMERICAN EXPRESS® AEROPLAN®** CORPORATE RESERVE CARD

The following terms and conditions govern how Aeroplan points (Aeroplan points) are earned in the Aeroplan program (the Aeroplan program), managed by Aeroplan Inc. (Aeroplan), may be earned through purchases charged to your American Express® Aeroplan®** Corporate Card or American Express® Aeroplan®** Corporate Reserve Card issued by Amex Bank of Canada (we, us or our) (program terms). The Aeroplan program is subject to two sets of terms and conditions; (a) terms and conditions from Aeroplan (Aeroplan program terms); and (b) these program terms. Aeroplan program terms can be found in the “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section above. For clarity, these program terms, and the Aeroplan program terms are each distinct, separate, and in addition to each other and to your Cardmember agreement. These program terms are provided within the same booklet for convenience only.

If you are an existing Cardmember, this version of the program terms may contain

amendments and revisions. These program terms contain a limitation of liability clause which limits our responsibility and liability. Please refer to the “Limitation of Liability” section of these terms and conditions.

WORDS YOU WILL WANT TO KNOW

In these terms and conditions:

- “Aeroplan account” means your Aeroplan program account with Aeroplan for your points.
- “Aeroplan number” means the account number associated with your Aeroplan account.
- “agreement” means the American Express Aeroplan Corporate Card or the American Express Aeroplan Corporate Reserve Card Cardmember agreement.
- “benefits” means the applicable Aeroplan benefits included with your American Express® Aeroplan** Corporate Card or the American Express® Aeroplan** Corporate Reserve Card that are provided by Air Canada.
- “card account” means the American Express® Aeroplan** Corporate Card or the American Express® Aeroplan** Corporate Reserve Card from American Express.
- “cash equivalent transaction” means using your card account to obtain or forward cash or something that is easily converted into cash. Examples include: purchases of foreign currency, gift cards (purchasing and reloading), traveller’s cheques, money orders, bank drafts, casino gaming chips, wire transfers and all similar transactions. It also includes balance transfers, cash advances, person to person payments, and the use of credit card cheques and other similar devices or offerings, whether offered by us or through a third party. All these transaction examples may not be available for all cards.
- “earn rate” means the number of Aeroplan points you can earn for each Canadian dollar of purchases made on your Card.
- “including” means including without limitation.
- “net purchases” means purchases minus any credits, returns and other adjustments.
- “purchases (or purchase)” means all goods or services charged to your card account except for items submitted to us or recognized by our systems as being purchases of or charges for travellers cheques or foreign currencies, balance transfers, Amex cheques, funds advances, interest, annual fees and/or other fees or charges.

Words and terms that are defined in the agreement are used with the same meaning in these terms and conditions.

ELIGIBILITY AND ENROLLMENT

To participate, Cardmembers must be individuals who reside in Canada. Corporations, partnerships and other entities are not eligible to participate. Eligible Cardmembers must be enrolled with Aeroplan in the Aeroplan program in order to participate.

We may disqualify any person from participating or terminate any person’s participation in earning Aeroplan points and other benefits through a card account at any time with or without a reason and without giving you notice including if you are in default under the agreement.

We are entitled to rely upon and use any Aeroplan number that you provide to us. However, a number that you provide may be validated by Aeroplan including that it is a valid number or matches the Cardmember’s name.

We are also entitled to rely upon and use any Aeroplan number that is provided to us by Aeroplan as your Aeroplan number regardless of any number that you have previously provided to us.

To be eligible to earn your Aeroplan points or use your benefits, your Aeroplan number must be linked to your card account. Your name and Aeroplan number must be included on the eligible Air Canada reservation and both must be identical to the name and Aeroplan number associated with your Aeroplan account to use your benefits.

ABOUT EARNING AEROPLAN POINTS

How Many Aeroplan Points you can Earn for your Purchases

Participating Cardmembers must qualify monthly to earn Aeroplan points. Subject to these terms and conditions and the Aeroplan program terms, your Card account must be in good standing in order to qualify to earn Aeroplan points.

Aeroplan points are earned subject to these terms and conditions and the Aeroplan program terms. Subject to these terms and conditions, Aeroplan points are calculated on purchases posted to your Card account at the applicable earn rates as calculated using the methods described in these terms and conditions. You will earn Aeroplan points on all eligible transactions. Eligible transactions are purchases made using your Card, except for the transactions described in the section below called “When you will not earn Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes”.

When you will not earn Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes

Unless otherwise stated, you will not earn Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes for the following:

- interest
- card fees
- cash equivalent transactions, whether or not they appear as purchases on your monthly statement
- balance transfers and credit card cheques, if available on your card account
- program enrollment fees, as applicable
- cash advances
- purchasing foreign currency
- Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes earned in any way that breach or that are not intended to be earned by these Terms and Conditions or any other terms you are subject to
- any other transaction we tell you is excluded from earning Aeroplan points
- charges processed, billed or prepaid to your card prior to your enrolment in the Aeroplan program

You agree that you are not entitled to earn Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boosts or Maple Leaf Lounge One-Time Guest Passes for transactions in any of the categories listed above. If we award Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boosts or Maple Leaf Lounge One-Time Guest Passes for a transaction in one of these listed categories, we will be entitled to deduct them from your Aeroplan account or revoke the Annual Worldwide Companion Pass, Status Qualification Boosts or Maple Leaf Lounge One-Time Guest Passes. If you receive Aeroplan points or benefits in error and then take steps to repeat the transaction type we may,

at our discretion, consider that to be abuse related to the Aeroplan program. If you applied for multiple Cards to earn Aeroplan points or other benefits, if you cancelled or downgraded your Card after acquiring it, or if you cancelled or returned purchases you made to earn Aeroplan points, we may, at our discretion, consider that to be abuse related to the Aeroplan program and other benefits.

EARN RATES

Your earn rate will depend on which Card you have. Subject to these terms and conditions the effective earn rate for every \$1 in purchases is as follows:

For American Express® Aeroplan® Corporate Card*

- 0.5 Aeroplan point for every \$1 of purchases charged to your Card

For American Express® Aeroplan® Corporate Reserve Card*

- 1 Aeroplan point for every \$1 of purchases charged to your Card

HOW WE CALCULATE AEROPLAN POINTS EARNED

To calculate how many Aeroplan points you earn, we multiply the Canadian dollar value of each eligible transaction by the earn rate. If the result includes a fraction of an Aeroplan point, we round up or down to the nearest whole Aeroplan point. A fraction of one Aeroplan point is rounded up from and including .50 Aeroplan points and rounded down if it is less than .50 Aeroplan point. Therefore, we will disregard and not accumulate a fraction of one Aeroplan point that is less than .50 Aeroplan points.

RETURNS, CREDITS AND ADJUSTMENTS

If you choose to return a purchase or are otherwise entitled to a credit or adjustment that is related to a purchase, your entitlement to Aeroplan points will be reduced accordingly. We will multiply the Canadian dollar amount of the applicable return, credit or adjustment by the earn in rate in effect at the time of the return, credit or adjustment, and round the amount up or down on the same basis as when Aeroplan points are earned. This means the Aeroplan points deducted from your balance may be different from the amount originally earned. For example, if you make a purchase for \$1,000 at an earn rate of 0.5 point/\$1, you will have originally earned 500 Aeroplan points. If you return the purchase when a bonus earn rate of 1 point/\$1 is in force, the amount of Aeroplan points deducted will be 1,000. Where purchases are made in a foreign currency and subsequently returned, fluctuations in the exchange rate could also result in a difference between the Aeroplan points deducted and that which was originally earned. Depending on your Aeroplan points balance at the time of the return, credit or adjustment, the amount deducted could result in you having a negative Aeroplan points balance. You would then have to earn Aeroplan points if you wanted to bring your Aeroplan points balance to zero.

Below are examples of the amount of Aeroplan points earned on several transaction types for the American Express® Aeroplan®* Corporate Reserve Card

Transaction #1:

\$100 purchase x 1 = 100 Aeroplan points;

Transaction #2:

\$9.48 purchase x 1 = 9.48 (rounded down to 9 Aeroplan points);

Transaction #3:

\$19.98 purchase x 1 = 19.98 (rounded up to 20 Aeroplan points);

Transaction #4:

\$750 for a cash equivalent transaction: not considered a “purchase”, so no Aeroplan points earned

Monthly Aeroplan Points Earned:

$100 + 9 + 20 = 129$ Aeroplan points

Below are examples of the amount of Aeroplan points earned on several transaction types for the American Express® Aeroplan®* Corporate Card:

Transaction #1:

$\$100 \text{ purchase} \times 0.5 = 50$ Aeroplan points;

Transaction #2:

$\$9.48 \text{ purchase} \times 0.5 = 4.74$ (rounded up to 5 Aeroplan points);

Transaction #3:

$\$32.10 \text{ purchase} \times 0.5 = 16.05$ (rounded down to 16 Aeroplan points);

Transaction #4:

$\$750$ for a cash equivalent transaction: not considered a “purchase”, so no Aeroplan points earned

Monthly Aeroplan Points Earned:

$50 + 5 + 16 = 71$ Aeroplan points

Aeroplan Points Optional Upgrade Program for American Express Aeroplan Corporate Cardmembers:

You are not automatically enrolled in the Aeroplan Points Optional Upgrade Program and must choose to participate and pay the applicable annual fee in order to enrol in and remain in the Aeroplan Points Optional Upgrade Program. The annual upgrade fee (plus applicable taxes) will be billed on your account on your Aeroplan Points Optional Upgrade Program Enrolment Date and thereafter automatically each year on your Aeroplan Points Optional Upgrade Program Anniversary Date. The annual fee is subject to change and is fully earned upon enrolment in the program and therefore is non-refundable. If you join or leave the Aeroplan Points Optional Upgrade Program, starting as early as the billing period prior to the billing period in which the change is made, the new applicable Earn Rates will apply to the purchases, returns or credits posted in the applicable billing period whether posted before or after the date on which the change occurs. Subject to the terms and conditions, if you choose to participate and pay the applicable annual fee to enrol in and remain in the Card Aeroplan Points Optional Upgrade Program, effective as of your Aeroplan Points Optional Upgrade Program Enrolment Date, your base Earn Rate will be increased to 1 Aeroplan point for every \$1.00 in purchases and will be calculated in the same manner as set out above (see Base Earn Rate Calculation above). The Aeroplan Points Optional Upgrade Program does not apply to the American Express Aeroplan Corporate Reserve Card.

AIR CANADA TRAVEL BENEFITS**Annual Worldwide Companion Pass**

The Annual Worldwide Companion Pass is a benefit provided by Air Canada and can be earned by the following card product: American Express® Aeroplan®* Corporate Reserve Card.

How we Calculate Annual Worldwide Companion Passes Earned

The Annual Worldwide Companion Pass earned on your card account entitles you to buy a companion ticket for a fixed base fare starting from \$99 to \$599 (plus applicable taxes, fees, charges and surcharges). The base fare may change from time to time. Air transportation services on Air Canada are subject to Air Canada's General Conditions of Carriage & Tariffs (aircanada.com/conditionsofcarriage) in effect at the time of booking.

Your Card account “anniversary date” will be the annual reset date (the reset date) for earning the Annual Worldwide Companion Pass. The reset date will be shown on the monthly statement for your card account. Subject to these terms and conditions, you can earn the Annual Worldwide Companion Pass as follows:

- if you reach an annual net purchases threshold of \$25,000 (less any returns, credits and adjustments) prior to the reset date, you will receive an Annual Worldwide Companion Pass, and
- Annual Worldwide Companion Pass may take up to 8 to 10 weeks after your reset date each year to be available in your Aeroplan account for redemption at time of purchase and it must be used within one year after being made available or it will expire.

A particular purchase must have a transaction date that is prior to the reset date and must be posted to your account in order to be considered in the calculation of the net purchases threshold. On each reset date, the calculation of the annual net purchases threshold ends, resets to zero, and you must qualify again in the new annual period to receive the Annual Worldwide Companion Pass. Purchases transacted on the reset date will be included in the calculation of net purchases for the next annual period and not the previous annual period. Cardmembers are eligible to receive only one Annual Worldwide Companion Pass in a given 12 month period prior to the reset date. If your Card account is cancelled, any Annual Worldwide Companion Pass starting at the base fare detailed above will be forfeited.

The Annual Worldwide Companion Pass entitles a companion to accompany the Cardmember starting at the base fare detailed above, when the Cardmember books a published economy fare on a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand. Air Canada is responsible for providing the Annual Worldwide Companion Pass starting at the base fare detailed above. Companion will be responsible to pay the companion’s base fare and all applicable taxes, fees and charges.

Returns, Credits and Adjustments

In the case of returns or adjustments that reduce the amount of net purchases below a previously achieved threshold for which an award was not previously awarded,

- i. You will not be eligible to earn additional Annual Worldwide Companion Passes for reaching the annual net purchases threshold previously reached, and
- ii. the Annual Worldwide Companion Pass will be forfeited if we decide to do so.

STATUS QUALIFICATION BOOST

Aeroplan Elite Status is a benefit provided by Air Canada and is available upon achievement of a Status Qualification Boost. Status Qualification Boosts are available for the following Card products: American Express Aeroplan Corporate Reserve Card and American Express Aeroplan Corporate Card. All Aeroplan Elite Status terms, conditions and restrictions apply and can be reviewed at aircanada.com/elite-termsandconditions.

How we Calculate Status Qualification Boosts Earned

The net purchases threshold required for earning Status Qualification Boosts depends on which Card product you have. Subject to these terms and conditions, you can earn 1,000 Status Qualifying Miles (SQM) and 1 Status Qualifying Segment (SQS) when you reach the following threshold:

<i>Card Type</i>	<i>Benefit Rules</i>
American Express Aeroplan Corporate Card	Receive (1,000 SQM + 1 SQS) per \$10,000 in net purchases charged to the Card
American Express Aeroplan Corporate Reserve Card	Receive (1,000 SQM + 1 SQS) per \$5,000 in net purchases charged to the Card

Subject to these terms and conditions, if you reach the net purchases threshold for your Card product as outlined above, you will receive 1,000 SQM and 1 SQS. Purchases must be posted to your Card account in order to be included in the calculation of the net purchases threshold. For each net purchases threshold reached, the calculation of the net purchases threshold ends, resets to zero and you must qualify again to earn another 1,000 SQM and 1 SQS. After being earned, it may take up to or greater than 3 days after your statement date for the Status Qualification Boost to be received in your Aeroplan account and appear on your statement and for you to be eligible to receive this benefit from Air Canada. Status Qualification Boost may appear on your statement as “Earned 1,000 SQM+1SQS.”

Air Canada is responsible for providing Status Qualification Boosts.

RETURNS, CREDITS AND ADJUSTMENTS

In the case of returns, credits or adjustments that reduce the amount of net purchases below a previously achieved threshold for which SQM and SQS was not previously awarded, you may not earn the SQM and SQS, but if you were awarded SQM and SQS, the amount deducted could result in you having negative net purchases and you will have to make purchases if you wanted to bring your net purchases to zero before earning towards your next SQM and SQS.

MAPLE LEAF LOUNGE ONE-TIME GUEST PASSES

The Maple Leaf Lounge One-Time Guest Passes (a guest pass) is a benefit provided by Air Canada and can be earned by the following Card product: American Express® Aeroplan®** Corporate Card. All guest pass terms, conditions and restrictions apply and can be reviewed at aircanada.com/lounges-termsandconditions.

How we Calculate Maple Leaf Lounge One-Time Guest Passes Earned

We will set a guest pass annual reset date (the reset date) for your Card account which will be shown on the monthly statement for your Card account. The reset date can also be referred to as “anniversary date”. Subject to these terms and conditions, you can earn up to **four** guest passes in an annual period as follows:

- you will receive **one** guest pass for every \$10,000 in net purchases charged to your Card prior to the reset date,
- purchases must be posted to your Card account in order to be included in the calculation of the net purchases threshold. For each net purchases threshold reached, the calculation of the net purchases threshold ends, resets to zero and you must meet the requirements again to earn another guest pass, and
- the guest pass will be made available in your Aeroplan account up to 45 days after your reset date for redemption and the guest pass must be used within one year after being made available or the guest pass will expire.

On each reset date, the calculation of the net purchases threshold ends, resets to zero, and you must meet the requirements again in the new annual period. Purchases transacted on the reset date will be included in the calculation of net purchases for the next annual period and not the previous annual period. Unused guest passes will automatically be cancelled on the date the Card is closed, or if the Card is changed to a different product. Cardmembers are eligible to receive only four guest passes in a given 12-month period prior to the reset date.

Air Canada is responsible for providing the Maple Leaf Lounge One-Time Guest Passes.

Returns or Adjustments

In the case of returns or adjustments that reduce the amount of net purchases below a previously achieved threshold for which an award was not previously awarded,

- i. You will not be eligible to earn additional guest passes for reaching the net purchases threshold previously reached; and,
- ii. An awarded guest pass will be forfeited if we decide to do so.

GENERAL

Aeroplan points will only be issued to the Cardmember and will be recorded on the Cardmember's Aeroplan points summary. Information about Aeroplan points earned in respect of a Card account will be provided only to or with the permission of the Cardmember.

Promotions

We may but are not obligated to offer special promotions or additional opportunities to earn Aeroplan points at an earn rate and on the terms and conditions as we may determine from time to time.

Cancelling, Reversing or Deducting Points and Benefits

Aeroplan points not properly issued may be cancelled or reserved. If you are considered to be in default under the Cardmember agreement, if there is reason to believe that you caused or allowed a breach of the conditions of use of the Aeroplan Corporate Card or a breach of the Aeroplan program terms or these terms and conditions, or for any other reason. Aeroplan points may (i) not be issued, (ii) cancelled if not already issued, (iii) deducted if previously issued to you. Benefits not properly issued may also be revoked including the Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes.

Except as otherwise provided in these terms and conditions, Aeroplan points that were not issued because your Card account was not in good standing will not subsequently be issued if your Card account returns to good standing. Aeroplan points may be deducted in an amount equal to any Aeroplan points earned by you in respect of a billing period for which you were delinquent.

Changes We Can Make

We may assign the enrollment date and change the anniversary date without notice to you. Transactions made prior to the end of a billing period or an annual period may not result in Aeroplan points being credited to or deducted from your Aeroplan points summary until the next billing period or annual period, even if these transactions have already been posted to the card account billing statement.

We may create other earn rates, membership categories, benefits and offers from time to time and to change, withdraw or terminate any earn rates, membership categories, benefits and offers. If Aeroplan permits, we reserve the right to deduct Aeroplan points that have already been issued and recorded in your Aeroplan account with Aeroplan.

STATEMENTS

Your Aeroplan points summary provides a statement of the total Aeroplan points credited and deducted during the period covered by your Aeroplan points summary. This is not necessarily the same period as your billing statement.

Aeroplan points cannot be redeemed and an Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes

will not be made available until the Aeroplan points are issued and recorded in your Aeroplan account by Aeroplan or benefit eligibility is received by Aeroplan. Subject to our right to cancel Aeroplan points, records maintained by us or on our behalf in respect of Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes earned through purchases will be conclusive except for manifest error. All discrepancies regarding Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes must be brought to our attention within 30 days of the closing date shown on the Aeroplan points summary for which adjustment is sought. All questions or disputes regarding eligibility of a card account or eligibility of any transactions for Aeroplan points or other benefits will be resolved by us and this is our decision alone.

TRANSFER OF AEROPLAN POINTS

Aeroplan points do not constitute property of the Cardmember and cannot be assigned, traded, willed, transferred from Cardmember to Cardmember, or from Card account to Card account or otherwise transferred other than with our consent or with the consent of Aeroplan, which consent may be withheld by us or Aeroplan. Before Aeroplan points are issued and recorded in your Aeroplan program account by Aeroplan, our consent is required. After Aeroplan points are issued and recorded in your Aeroplan program account by Aeroplan, the consent of Aeroplan is required.

TAXES AND FEES

We are not responsible for any tax implications that may be associated with your participation in the Aeroplan program, including your earning and redeeming Aeroplan points. Additional fees and other charges apply or may be imposed in respect of the Aeroplan program, the redemption of Aeroplan points and goods and services supplied or requested in connection with the Aeroplan program. All such fees and other charges from time to time are solely your responsibility.

LIMITATION OF LIABILITY

We do not operate the Aeroplan program or the benefits provided by Aeroplan or Air Canada and we do not redeem Aeroplan points. Aeroplan and Air Canada will not be treated as our agents for any purpose. The Aeroplan program and the benefits are subject to terms, conditions, exclusions, limitations and fees. The Aeroplan program and the benefits may be changed or terminated at any time, for any reason, with or without notice. It is your responsibility to keep up to date on the terms and conditions and all other particulars of the Aeroplan program and the benefits. We are not responsible whatsoever for the Aeroplan program or the benefits or any obligation in connection with it or its operation including,

- i. non-receipt of instructions to enroll a Cardmember into the Aeroplan program or the benefits, for whatever reason,
- ii. delay in completing enrollment of a Cardmember in the Aeroplan program or the benefits, for whatever reason,
- iii. unauthorized redemption of Aeroplan points,
- iv. failure or delay by Aeroplan, Air Canada or any other person to redeem Aeroplan points or to provide any goods and services (including any travel services or benefits), for whatever reason,
- v. loss or damage caused by goods and services supplied or requested in connection with the Aeroplan program, the benefits or by Air Canada,
- vi. any changes to the Aeroplan program or the benefits with or without notice including terms and the addition or removal of Aeroplan program partners and suppliers of goods and services,
- vii. termination of the Aeroplan program or the benefits, with or without notice, for whatever reason, and

- viii. expiry of or revocation of your Aeroplan points or your participation in the Aeroplan program or the benefits, with or without notice, for whatever reason.

You agree not to make any claims against us for any matter connected in any way with the Aeroplan program, Aeroplan points, the benefits or the goods and services of Aeroplan or Canada.

Aeroplan points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against us. You acknowledge and agree that you do not have any rights or claims against us (or any of our affiliates) in respect of the Aeroplan program or Aeroplan points, the benefits or the goods or services redeemed for using Aeroplan points or good or services of Air Canada.

To the extent permitted by applicable law and subject to any provisions in these terms and conditions which limit our liability, we will not be liable to you or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever whether in contract, tort, strict liability, products liability or otherwise, including, lost revenues, loss of profits or loss or interruption of business.

In no event will we be liable to you for any delay, disruption or failure to perform due to causes beyond our reasonable and foreseeable control, including, any acts of nature or the elements; flood, fire, epidemic, pandemic or explosion; war, hostilities, terrorism or other unrest; governmental or regulatory actions; embargoes or blockades; emergencies; commercial disturbances; any act or omission of a third party; or other similar events beyond our control. This provision will survive termination of your participation in the Aeroplan program.

CHANGES

We may change any provision or section of this agreement at any time, including, provisions relating to Definitions, Words You Will Want to Know, Eligibility and Enrollment, About Earning Aeroplan Points, How Many Aeroplan Points you can Earn for your Purchases, When you will not Earn Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes, Earn Rates, How We Calculate Aeroplan Points Earned, Returns, Credits and Adjustments, Aeroplan Points Optional Upgrade Program for American Express Aeroplan Corporate Cardmembers, Air Canada Travel Benefits, Annual Worldwide Companion Pass, How we Calculate Annual Worldwide Companion Passes Earned, Status Qualification Boost, How we Calculate Status Qualification Boosts Earned, Maple Leaf Lounge One-Time Guest Passes, and How we Calculate Maple Leaf Lounge One-Time Guest Passes Earned.

We reserve the right to change the earn rates, calculation of points, and participating card accounts. We may add or eliminate additional earn rates or eligible card accounts or we may offer other Cardmembers a different earn rate or a different calculation of points. 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.

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

LAW THAT APPLIES

This Agreement shall be governed by Ontario law.

LANGUAGE (FOR QUEBEC RESIDENTS ONLY)

In accordance with your application, you confirm that you wish 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.

Vous confirmez que, conformément à votre demande, vous désirez que la convention et toutes communications, y compris les relevés, avis et autres documents, provenant de nous et de personnes morales de notre groupe, soient rédigés en anglais, sauf avis contraire de votre part.

OTHER IMPORTANT INFORMATION

AMEX BANK OF CANADA COMPLAINT HANDLING PROCEDURES

At Amex Bank of Canada, we strive to provide the world's best customer experience every day; our goal is to ensure that our products and services are relevant and meet the needs of our customers. If you have a complaint, contact us and we will address your complaint promptly, minimizing unnecessary delays to the best of our ability. We believe that complaints are best resolved when communication is clear, and we are committed to keeping you updated on our progress throughout this process.

We will make every effort to resolve your complaint at first point of contact; however, if we have not done so within 14 days, following the date on which we first received your complaint, we will automatically escalate it to our Complaint Resolution Team on your behalf. Our Complaint Handling Procedures are outlined in detail below.

Begin by telling us about your complaint

Our Customer Service Professionals are at your service; they will open a complaint case which will begin the work required to bring your complaint to closure. You will receive an acknowledgement notice including a copy of these complaint handling procedures for your reference. You can contact our Customer Service Professionals as follows:

Amex Bank of Canada | Customer Service Professionals

Phone	Call the number on the back of your Card or refer to the telephone number shown at the end of this booklet.
Online	Amex CA mobile app Visit www.amex.ca/complaints for availability
Mail	Amex Bank of Canada P.O. Box 3204, Station "F" Toronto, Ontario, M1W 3W7 Attn: Customer Service – Complaints.

Escalating your complaint to the Amex Bank of Canada Complaint Resolution Team ("CRT")

If your complaint is not closed or resolved within 14 days, following the date on which the complaint was first received, your complaint will automatically be escalated to our CRT. Alternatively, you may request that we escalate your complaint sooner (please use the contact options above, and if you're mailing a letter to us, please address it to the attention of the Amex Bank of Canada Complaint Resolution Team). We will inform you of the escalation and a representative from the CRT will contact you. They may clarify details, request additional information, or ask you for support. They will keep you informed of progress and provide their findings in a written response.

The CRT does not review complaints that are being pursued by other means including litigation and arbitration.

Notices and resolution timelines in these procedures do not apply if your complaint does not relate to (i) a product or service that is offered, sold, or provided by us, or (ii) the manner in which a product or service is offered, sold, or provided by us.

ELEVATING YOUR COMPLAINT OUTSIDE OF AMEX BANK OF CANADA

Ombudsman for Banking Services and Investments ("OBSI")

If we have not resolved your complaint within 56 days, or you are not satisfied with the resolution offered by our CRT, you may escalate your complaint to our

external complaints body, OBSI, for additional information and a further review of your complaint. You can contact the OBSI as follows:

Ombudsman for Banking Services and Investments

Phone	1-888-451-4519 (toll-free) 1-416-287-2877 (local) 1-844 358-3442 (TTY) 1-888-422-2865 (fax) 1-416-225-4722 (local fax)
Online	visit: www.obsi.ca e-mail: ombudsman@obsi.ca
Mail	Ombudsman for Banking Services and Investments 20 Queen Street West Suite 2400, P. O. Box 8 Toronto, Ontario, M5H 3R3

FINANCIAL CONSUMER AGENCY OF CANADA (“FCAC”)

The FCAC supervises federally regulated financial institutions to ensure they comply with federal 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.

The FCAC will determine whether the financial institution is compliant. It will not, however, resolve individual consumer complaints. You can contact the FCAC as follows:

Financial Consumer Agency of Canada

Phone	1-866-461-3222 (English, toll-free) 1-866-461-2232 (French, toll-free) 1-866-914-6097 / 1-613-947-7771 (TTY)
Online	visit: www.fcac-acfc.gc.ca e-mail: info@fcac-acfc.gc.ca
Mail	Financial Consumer Agency of Canada 427 Laurier Avenue West, 5 th Floor Ottawa, Ontario, K1R 1B9

For the most recent version of these Complaint Handling Procedures, please visit www.amex.ca/complaints.

COMMITMENTS AND CODES OF CONDUCT

When dealing with our customers or another person, we will not:

- take advantage of that person, or
- impose undue pressure on or coerce that person for any purpose, including to obtain a product or service from a particular provider or as a condition for obtaining another product or service from us.

These are requirements under the Canadian Bank Act.

For a complete listing of the Commitments and Codes of Conduct to which Amex Bank of Canada subscribes, please visit our website at amex.ca/codes or write to Amex Bank of Canada Attention: Commitments and Codes of Conduct, to request a copy.

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”). “Aeroplan 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 Aeroplan 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. 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 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) 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) through your online account or by calling us. 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, driver's license or other identification, and your background (for example, occupation) as required by law; (2) Financial Information such as income, assets, payment history and credit worthiness; (3) Information for the provision of products and services (for example, language, travel, lifestyle and other preferences) and (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.

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.

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.

When we promote and market to you products and services offered by us or 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.

We may use fully automated processes to help us make certain decisions, including to evaluate certain attributes about you to provide our services. For example, we may use such processes to:

- assess security risks, detect and manage fraud;
- process card or loan applications; or
- assess credit risks, including to check if you meet our eligibility criteria and decide whether we can issue you a card or loan.

These assessments are based on information that we lawfully obtain, such as information that you provided in your application form including your reported income, your payment history with Amex, and information we obtain from third parties, such as credit bureaus. We also look at digital data (such as information about your device, browser, or patterns in your online interactions with Amex) to help us detect fraud. These methods are tested to ensure that they remain fair and effective.

In providing you with our products or services, we will transfer information outside of your province or territory of residence or outside of Canada (“other locations”) where different data protection laws apply, such as to the United States (where our main operational data centres are located). No matter where we transfer information about you, we will protect it in the manner described in our privacy notices and in accordance with applicable laws using appropriate contractual protections. We also assess whether other technical and organizational measures are required. However, governments, courts, law enforcement or regulatory agencies in other locations may be able to obtain disclosure of customer information through their laws. For information about the manner in which we or our service providers (including service providers outside of Canada) treat information, please contact us as set out below.

YOUR CONSENT RIGHTS

Except in the limited circumstances where our use of Information is permitted or required by law, before using your Information for any new purposes we will explain them to you and seek your consent. 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 necessary for 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 or charge 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.

WE PROVIDE FILE ACCESS

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 in our custody and control, and customers may correct Information about them that is inaccurate or incomplete or request

that their Information be disposed. 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 or disposed 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. If we are informed and it is determined that a customer's Information in our files is inaccurate, we will correct it. Customers may exercise their rights to access, correct or dispose their Information by writing to the person in charge of the protection of Personal Information: Chief Privacy Officer, Amex Canada, PO Box 3204 STN F, Toronto, ON M1W 3W7. We will respond to a written request from you within 30 days of its receipt. If for any reason we deny your request, we will provide you with written reasons.

PRIVACY CODE

To obtain more information about our policies and procedures in protecting your privacy, you can visit our website at amex.ca/privacy. 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; 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.

American Express® Cardmember Service

For Card account inquiries, lost or stolen Cards, or general information, please visit our website or call for more information. The hours of operation may vary.

Telephone numbers

For American Express® Aeroplan®* Corporate Card:

Canada & U.S.: 1-800-716-6661

Outside Canada & U.S., collect: 905-474-9329

For American Express® Aeroplan®* Corporate Reserve Card:

Canada & U.S.: 1-866-755-2639

Outside Canada & U.S., collect: 905-474-1487

Address

Amex Bank of Canada

P.O. Box 3204, Station "F"

Toronto, Ontario, M1W 3W7

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