

# AMEX BANK OF CANADA – CARDMEMBER AGREEMENT AND OTHER IMPORTANT INFORMATION

## Marriott Bonvoy® Business American Express®\* Card

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## INTRODUCTION

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This document along with the information box and disclosure statement make up the agreement for your account with us (called your *account*).

For ease of reference, the agreement is printed on the front and the back of each page and are numbered accordingly.

If you are an existing cardmember, this version of the agreement may contain amendments and revisions to your agreement. Your use of your account is governed by this agreement.

*You* and *your* mean the person who applied for this account but does not include a supplementary cardmember. We have opened a card account in your name and you will be the *basic cardmember*.

*Company* means the business entity (whether a company, partnership, sole proprietor, association or other organization) which is liable to us, jointly and severally (or in Quebec, solidarily) with you, for all charges to the account and whose name may appear on the card under your name.

*We, us* and *our* mean Amex Bank of Canada.

*Card* means any card or other account access device we issue for the purpose of accessing your account.

*Charge* means all transactions made using a card or otherwise charged to your account, and includes purchases, funds advances (also called *cash advances*), fees, commissions, interest, taxes and all other amounts you and the company have agreed to pay us or are liable for under this agreement.

In this agreement, statements and elsewhere, we may use the terms *you* and *basic cardmember* interchangeably and we may use the terms *interest* and *finance charges* interchangeably.

The date of this agreement is the date that you sign the card, activate the card or use the account.

The place your agreement was formed is the Canadian primary address in our records that you provided at the time your account was opened.

**Any reference in this agreement to your place of residence is based on the primary address in our records that we received from you. Please see the Communicating With You section regarding your obligation to inform us immediately should there be any changes to your or the company's primary address.**

**By using your account (or by signing and keeping the card), you and the company agree to the terms of this agreement.**

**You and the company agree that the account has been opened in your name as the basic cardmember.**

**Please read this agreement thoroughly and keep it for your reference. It is your responsibility and you agree to ensure that any supplementary cardmembers and the company are aware of these terms.** Please see the "Supplementary Cardmembers" section of this agreement for additional details.

**If you have a concern or complaint, please see the Amex Bank of Canada – Complaints Handling Procedures under the "Other Important Information" section following this agreement.**

**This agreement contains an arbitration provision which provides that any claim or dispute relating to your account, this agreement or other**

**agreement with us will be resolved by arbitration. Please refer to the “Arbitration” section of this agreement for additional details.**

**This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the “Limitation of Liability” section of this agreement for additional details.**

## **USE OF YOUR ACCOUNT AND CODES**

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To prevent misuse of your account, you must ensure that you and any supplementary cardmembers:

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

To protect your PIN, telephone codes, on-line passwords and any other codes used on your account (called *codes*), you must ensure that you and any supplementary cardmembers:

- memorize the code,
- destroy any communication informing you of the code (if applicable),
- do not write the code on the card,
- do not keep a record of the code with or near the 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 or automatic teller machine (called *ABM* or *ATM*) 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.

## **PERMITTED USES**

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You may use your account, subject to any restrictions set out in this agreement, to pay for goods and services from merchants who accept the card (called *merchants*).

Here are some examples:

- using your card to pay for goods and services by presenting the card to a merchant and complying with their request to sign or enter a code,
- using your card or the account to pay for goods and services ordered from a merchant by telephone, internet or mail, and
- using an account access cheque (called an *Amex cheque*) to pay a merchant for goods and services or to pay any other person.

If we agree, you may also use your account to obtain funds advances. For example, you may obtain funds advances at any ATM that accepts the card.

If we agree, you may be permitted to transfer balances to your account. For example, we may permit you to transfer balances from cards issued by other financial institutions by using an Amex cheque or our telephone or online services.

If permitted by the merchant, you may return to the merchant goods or services obtained using your account and receive a credit to your account.

We may permit a card to be used for contactless payments which enables you to make charges without signing or entering a code at a participating merchant. This service uses a computer chip that is built into the card and transfers encrypted payment information wirelessly when you hold the card to a contactless reader. You agree to only use the contactless service in accordance with our instructions.

We may permit you to use your account with a mobile phone or other type of device to make payments and access services. You agree to only use your account for such payments and services in accordance with our instructions, this agreement and any other user terms that may apply. References in this agreement to using your card, account number or the account also apply to using your account for payments and to access services with a mobile phone or other type of device.

If we permit, a card may be used to cash a cheque at an American Express location. A dishonoured payment fee is payable as set out in the information box and disclosure statement if the cheque is returned or not honoured immediately for its full amount by the financial institution. We may also charge the amount of the cheque to your account.

You acknowledge that this agreement is being entered into for business purposes. However, you and the company are responsible for all use of the account.

## **PROHIBITED USES**

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You must not:

- give your card or account number to others or allow them to use your card or account for charges, identification or any other purpose,
- return goods or services obtained using your account for a cash refund,
- use your card to obtain cash from a merchant for a charge recorded as a purchase or obtain cash from any source through a contactless transaction,
- obtain a credit to your account except by way of a refund for goods or services previously purchased on your account,
- use your account if you or the company are bankrupt or insolvent or if you or the company do not honestly expect to be able to pay your minimum payment on your next statement,
- use your card if it is found after having been reported to us as lost or stolen,
- transfer balances from another account with us to pay your account (unless we permit),
- use your account if your card has been suspended or cancelled or after the valid date shown on the front of the card, or
- use your account for an unlawful purpose, including the purchase of goods or services prohibited by the laws of Canada or any other country where the card is used or where the goods or services are provided.

It is your responsibility to ensure that there is no prohibited use of your account by you, the company and any supplementary cardmembers. You and the company will be responsible for any prohibited use of your account even if we did not prevent or stop the prohibited use.

## **CREDIT LIMIT**

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We will at our discretion and in compliance with applicable law, decide and inform you of the *credit limit* applicable to your account which is the maximum amount which can be outstanding at any time on your account (including use by any supplementary cardmembers). The credit limit and the amount of credit available on the account as of the closing date of your statement will be shown on your statement.

You and the company agree to manage your account so that the outstanding balance on your account does not exceed the credit limit. However, we may approve charges that result in your balance exceeding your credit limit. This does not constitute an increase in your credit limit. If your balance exceeds your credit limit, an overlimit fee is payable as set out in the information box and disclosure statement (except for Quebec residents) and, if requested, you and the company must immediately pay to us all amounts that exceed the credit limit.

**Changes by you:** You may request, and we may agree, in our discretion and subject to you providing the information we request, to increase your limit at any time. You may request and we may agree to reduce your credit limit.

**Changes by us:** You acknowledge that we may increase or reduce your credit limit at any time without notice. If we change your credit limit, your new limit will be shown on a subsequent statement.

## **BALANCE TRANSFERS AND AMEX CHEQUES**

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We may promote balance transfers and Amex cheques. If we agree to your request for a balance transfer or use of an Amex cheque, then:

- personalized cheques may be provided with your statements or in separate mailings,
- we will charge the amount of the balance transfer or Amex cheque to your account and pay the other financial institution, approved third party or payee on the Amex cheque (as applicable), and
- you cannot stop payment of a balance transfer or Amex cheque we have approved.

Please note the following:

- you cannot transfer balances between your American Express accounts using a balance transfer or an Amex cheque,
- we reserve the right to refuse a balance transfer request or dishonour and not make payment in respect of any Amex cheque even if your account is not in default,
- you must keep Amex cheques safe and not let anyone (including any supplementary cardmembers) use them,
- you must immediately notify us if any Amex cheque is lost or stolen or if you suspect that it may be used without your permission,
- all fields on the Amex cheque should be properly completed,
- you cannot certify an Amex cheque, and
- you must comply with any additional terms and conditions that we provide to you.

## **Plan It - THE AMERICAN EXPRESS INSTALLMENT PROGRAM**

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We may permit you to participate in Plan It – the American Express Installment Program which allows you to repay certain balances over time, in equal installments, subject to the conditions set out in this section. Additional terms, including the specifics of a particular offer, will be provided to you if applicable. All such additional terms are deemed part of this agreement.

**For the purposes of this section:**

- *installment plan* means the repayment plan applicable to each balance you move from your account's purchases category to the installment program. You may have several installment plans active at the same time, all of which being part of the installment program;
- *installment program* means the feature on your account that permits you to create one or more installment plans. The installment program is a way in which you can access the existing credit limit on your

account and is not a separate loan or account;

- *monthly installment* fee means the fee we charge each month for each separate installment plan, calculated in accordance with the section below titled ‘Calculation of the Monthly Installment Fee’;
- *original balance* means, for each new installment plan you create, the initial principal amount you move from your account’s purchases category to the installment program. It is this original balance, together with all applicable monthly installment fees, that has to be repaid over the repayment period;
- *repayment period* means the term, in months, over which you are required to repay each installment plan. Different installment plans may be created at different times and may have different repayment periods.

## **How Do You Participate?**

We may allow you to create one or more installment plans in order to participate in the installment program. Your ability to create each new installment plan will depend on an assessment of eligibility made at the time you seek to create an installment plan. In order to be eligible, you must either: (i) have at least one new purchase appearing on your current statement; or (ii) have at least one purchase that has posted to your account but has not yet appeared on a statement. Prior months’ balances that have carried over are not eligible. Similarly, balances related to funds advances and balances at special rates of interest will also not be eligible unless we make a specific offer to you. We may also limit or otherwise restrict your ability to move balances to the installment program based on your account’s available credit or for any other reason.

We may also restrict your ability to create new installment plans at certain times. For example, for new balances appearing on a statement, you will typically be restricted from creating a new installment plan each month from your payment due date until the end of the billing period. For balances that have not yet appeared on a statement, you will be restricted from creating a new installment plan each month on the last day of your billing period.

When you create a new installment plan, you will be required to choose: (i) a dollar amount (which may or may not refer to a specific purchase) to move to a new installment plan (this amount is the original balance); and (ii) a repayment period. You will be required to repay each installment plan in accordance with its terms.

## **Monthly Installment Amount and Monthly Installment Fee**

### *Calculation of the Monthly Installment Fee*

When you create an installment plan, you will be charged a monthly installment fee.

The monthly installment fee is calculated by first multiplying (A) the original balance with (B) the monthly installment fee percentage, which is disclosed to you in the Information Box and Disclosure Statement and specified in an offer we make to you with (C) the number of months in the repayment period. Then, this total fee amount ( $A \times B \times C$ ) is rounded up or down to the nearest \$0.01. The monthly fee is calculated by taking the total fee amount after rounding and dividing by the number of months in the repayment period. This amount is then rounded up to the nearest \$0.01.

The following example, for illustrative purposes, assumes an original balance that has been billed to your current statement (A) of \$1422.00, a monthly fee percentage (B) of 0.94% and a repayment period (C) of 12 months.

$A \times B \times C = \$1422.00 \times 0.0094 \times 12 = \$160.4016$ , rounded down to \$160.40  
monthly installment fee:  $\$160.40 / 12 = \$13.3667$ , rounded up to \$13.37

### *Calculation of the Monthly Installment for Balances that are on the Current Monthly Statement*

The monthly installment amount for each new installment plan created is calculated by (i) adding the original balance to the total fee amount after rounding; (ii) dividing that number by the number of months in the repayment period; and (iii) rounding the total up to the nearest \$0.01. Continuing from the previous example:

Original balance: \$1422.00

Total fee over the repayment period: \$160.40

Add the total fee over the repayment period to the original balance amount:  
 $\$160.40 + \$1422.00 = \$1582.40$

Divide by the number of months in the repayment period:  
 $(\$1582.40 / 12 = \$131.8667)$

Round up the total to the nearest \$0.01: \$131.87

Months #1 to #11: \$131.87 (\$118.50 principal + \$13.37 fee)

Month #12: \$131.83 (\$118.50 principal + \$13.37 fee - \$0.04 [adjustment from rounding fee in earlier months])

**Total: \$1582.40** (\$1422 principal + \$160.40 fee)

### *Calculation of the Monthly Installment for Balances That Have Not Yet Appeared on a Statement*

When creating an installment plan for purchases that have not yet appeared on a statement, the first month's installment amount due will be applied in full towards the principal. In the second month you will be required to pay the fee for both months 1 and 2 and the amount of the principal will be reduced to keep the installment payments the same. See below for example:

Original balance: \$1422.00

Total fee over the repayment period: \$160.40

Add the total fee over the repayment period to the original balance amount:  
 $\$160.40 + \$1422 = \$1582.40$

Divide by the number of months in the repayment period:  $(\$1582.40 / 12 = \$131.8667)$

Round up the total to the nearest \$0.01: \$131.87

Month #1: \$131.87 (all principal)

Month #2: \$131.87 (\$105.13 principal + \$13.37 [fee for month 1] + \$13.37 [fee for month 2])

Months #3 to #11: \$131.87 (\$118.50 principal + \$13.37 fee)

Month #12: \$131.83 (\$118.50 principal + \$13.37 fee - \$0.04 [adjustment from rounding fee in earlier months])

**Total: \$1582.40** (\$1422 principal + \$160.40 fee)

### *Adjustments*

The monthly installment amount will be the same each month during the repayment period, subject to minor adjustments in the final month. These adjustments are to ensure the correct amount of principal and fee is paid after amounts are rounded to allow for equal payments.

## Total Cost to You

When you add the total of the monthly installment fees you will pay for any installment plan over the repayment period, the amount will be approximately the same as if you had repaid the original balance at the interest rate applicable to purchases, assuming repayment over the same time period. If an offer is made to permit an installment plan at a special rate, the total monthly installment fees payable over the repayment period will be less than the interest that would have been payable, assuming repayment over the same time period.

The chart below compares: (i) repayment of \$1422.00 under the installment program; and (ii) repayment of \$1422.00 at a Preferred Rate for Purchases of 21.99%.

Calculation of interest for the purpose of this chart assumes: (i) repayment on the payment due date over twelve monthly billing periods; (ii) no other transactions on the account; (iii) repayment of the same principal amount each month, together with interest on the declining balance; and (iv) interest is not charged for any period before the first day of the billing statement on which the purchase first appears.

Calculation of the installment program fee assumes: (i) repayment each month of the required installment on the payment due date; (ii) no early repayment or missed payments.

This comparison is for illustration purposes only and is intended to show that the cost to you of participation in the program is comparable to repayment outside the program, assuming the same repayment term. Your actual Preferred Rate for Purchases and your actual monthly installment fee may be different.

Installment		Balance Carried at Preferred Rate for Purchases	
Monthly Fee %	0.94%	Annual Interest Rate	21.99%
Total Fee	\$160.40	Total Interest	\$161.31

Using the same assumptions as before, the effective Annual Percentage Rate (APR) is set out in the chart below. The APR that applies to your account will depend on the monthly fee that is disclosed to you prior to creating an installment plan. The effective APR calculation does not include interest charged on the original balance in cases where the remaining balance is not paid in full by the payment due date. Any reference to an APR is for illustration purposes only and is intended to provide greater transparency regarding the cost of participation in the installment program. In fact, you are charged a fee, not interest when you participate in the installment program.

Monthly Installment Fee	Effective APR
0.51 %	11.30%
0.85 %	18.83%
0.90 %	19.94%
0.94 %	20.82%

## Repayment of Installment Plans

The first installment will appear on the first monthly billing statement after you successfully create a new installment plan. Installments will then be billed each month for the duration of the repayment period applicable to each installment plan. Installments for each active installment plan will include both the applicable principal and fee amount and together will be billed as a required part of your



minimum payment amount each month. Please see section titled “Monthly Installment Amount and Monthly Installment Fee” to learn more about how principal and fees are billed for installment plans.

You are not permitted to make additional payments toward future installments that are not yet due. Additional payments will be applied to your account in accordance with the procedure set forth in the section titled “Allocation of Your Payments”, and if there are no remaining balances to which the payment can be applied, your account will have a credit balance for the difference. In order to repay an installment balance early, you have to remove the installment plan from the installment program. Please see the section titled “Cancellation and Removal of Installment Plans” for details.

If you return or dispute a purchase, any credit you receive will be applied to your account in the ordinary course. Credits or disputed balances will not result in all or even a portion of the program being paid off or cancelled, nor will it stop any installment fees from being billed. If there are no remaining balances against which the amount could be applied, your account could end up with a credit balance.

Each time a new installment plan is created, it will cause your minimum payment amount to increase more than if the original balance had not been used to create a new installment plan. Please see the “Minimum Payment” and “Allocation of Your Payments” sections for details regarding your minimum payment amount.

### **Cancellation and Removal of Installment Plans**

If we don’t receive at least the minimum payment amount by the date of the next billing statement, all installment plans that are then active will be automatically cancelled.

You may choose to remove any installment plan from the installment program at any time by calling the number on the back of your card, through online services, or by any other method we may permit from time to time.

Where an installment plan is cancelled or removed from the program prior to the end of the repayment period, all remaining balances that were part of the installment plan will be subject to interest charges at the rate then applicable for purchases, in accordance with the Information Box and Disclosure Statement. Subject to any interest-free grace period that may apply, interest will be charged as of the first date of the billing cycle following cancellation or removal from the installment program.

### **Effect of Installment Plans on Grace Period**

If you move a balance to the installment program, you are still eligible for a grace period on both the original balance and other new purchase balances if you otherwise meet the requirements set out in this agreement. You must make a **payment in FULL** of the remaining balance (balance left after the original balance is moved to the installment program) by the payment due date or you will be charged interest on the original balance. The requirement to make **payment in FULL** to benefit from a grace period on the remaining balance does not include a requirement to pay balances in the installment program that are not yet due. Please also see the section titled “Interest” for details on how to make a **payment in FULL**.

If an installment plan is cancelled, any balance moved back to your purchases balance will be considered a new purchase and subject to the terms of this agreement, could be eligible for a grace period. The applicable interest rate will be the rate then in effect for purchases as disclosed in your Information Box and Disclosure Statement and not any promotional rate that may otherwise apply to your account.

## STATEMENTS

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Subject to applicable law, we will send or make available to you monthly statements of account (called *statements*) for each billing period during which there are any charges or a balance owing to us on the account. Each statement will show important information about your account, such as the outstanding balance on the last day of the billing period (called the *new balance*), the minimum payment due, the payment due date and will include charges made by you and any supplementary cardmembers. If your account is seriously overdue or you have a credit balance, we may stop sending you statements.

The number of days in each billing period varies and will be 28, 29, 30, or 31 depending on the number of days in the calendar month in which the billing period ends (which is the closing date shown on your statement).

Always check each statement for accuracy and contact us as soon as possible if you need more information about a charge on any statement. If you have a complaint or problem with your statement or any charge on it, inform us immediately but in any event within 21 days of the closing date shown on your statement. Otherwise, the statement will be considered accurate except for any amount which has been improperly credited to the account and you and the company may not later make a claim against us in respect of any item on the statement. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

If we enroll you in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements that we provide to you will apply and form part of this agreement.

## MINIMUM PAYMENT

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You and the company agree to pay us at least the minimum payment requested by the payment due date shown on a statement. If we request, you and the company also agree to pay us any overlimit and overdue amounts immediately. If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.

The method for determining the minimum payment is set out in the information box.

You can always pay us (i) more than the minimum payment, (ii) before the payment due date, (iii) more often than once a month, or (iv) the outstanding balance at any time.

If your primary address changes to or from Quebec, the applicable minimum due calculation will take effect on your next statement.

Please note that a credit to your account, for example as a result of return of goods to a merchant or a service fee credit, does not constitute a payment to your account and does not satisfy the requirement to pay the minimum payment due.

## FEES AND COMMISSIONS

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The fees and commissions that apply to your account are set out in the information box and disclosure statement. You and the company agree to pay the fees and commissions and authorize us to charge them to your account. We reserve the right to change the circumstances in which any of the fees or commissions on your account is charged and the amount of those fees or commissions. You and the company agree that we may impose additional fees and commissions at any time. We will provide notice of any changes

or additional fees and commissions if required by applicable law and in accordance with the “Changes” section of this agreement.

## **LIABILITY**

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You and the company are liable to us, jointly and severally (or in Quebec, solidarily) and promise to pay to us when due all amounts outstanding on your account, which includes paying:

- charges on all cards issued to you and to any supplementary cardmembers even if there was no signature or card presented (including telephone, internet and mail orders) and even after cards have been cancelled and this agreement has been ended,
- charges on all balance transfers and Amex cheques,
- charges made by any other person if you or any supplementary cardmember allowed them to use your account,
- charges made in breach of this agreement or fraudulently by you or permitted by you or any supplementary cardmember, and
- unauthorized charges related to a lost or stolen card or code being used by an unauthorized person under the circumstances set out in the “Lost and Stolen Cards and Misuse of Your Account” section of this agreement.

A supplementary cardmember is an authorized user of your account but does not have an account with us and is not liable to us for any charges to your account.

## **PAYMENTS**

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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 and the company 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 information box and disclosure statement.

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.

If you do not make your payment as required or if there is a dishonoured payment, we may consider your account in default under the “Default” section of this agreement. A dishonoured payment fee is payable as set out in the information box and disclosure statement if any payment to your account is returned or not honoured immediately for its full amount by the financial institution for any reason.

## **ALLOCATION OF YOUR PAYMENTS**

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### **How do we allocate your minimum payment?**

Your account may have balances in categories of charges with different interest rates. For example, purchases may have a lower interest rate than funds advances. If your account has balances in categories with different interest rates, we will generally apply your payments up to and including the minimum payment to balances with the lowest interest rate and then to balances with higher interest rates.

For example, we could allocate any payment amount up to and including the minimum payment, generally to balances with the lowest interest rate to balances with the highest interest rate within a category in the following order:

- monthly installment fees,
- interest charges,
- fees,
- credit insurance premiums,
- taxes that appear as a separate item on your statement,
- monthly installments (principal amount),
- balances in other categories of charges that appear on your statement including purchases, Amex cheques and balance transfers and funds advances; and
- charges which have not yet appeared on your statement but are posted to your account.

If you only pay the minimum payment required each month, the monthly installment and associated fee will always be paid in full. This could result in the full balance of one or more categories of fees not being paid in full. In addition, we may not pay the full balance in each category of charges if you make more than one payment to cover your minimum payment or if you have a special rate offer on your account.

### **How do we allocate your payment greater than the minimum payment?**

Any payments over the minimum payment amount will be applied proportionally across categories of charges with different interest rates.

A proportional payment is applied based on the percentage that the balance in each category represents of the total balance owing for the billing period. Examples of categories are:

- balances on your statement (including purchases, Amex cheques and balance transfers and funds advances),
- credit insurance premiums,
- taxes that appear as a separate item on your statement,
- interest charges and fees.

Balances within a category that are (or originally were) subject to different interest rates can also be considered separate categories of balances.

When applying payments to each category of charges, we will round down and not include any fraction of each payment amount that is less than one cent. We will separately apply the total of any remaining fractions as a payment to your account.

We do not apply payments to charges that have not yet appeared on your statement unless you make payments that exceed the new balance shown on your statement.

## **INTEREST**

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Each time you or any supplementary cardmember charges purchases, funds

advances, balance transfers and Amex cheques to your account, we make a loan to you.

### **How do you receive an interest grace period for purchases?**

Interest will not be charged on purchases and you will have an interest grace period for purchases of 21 days from the *closing date* on your statement to the payment due date (*due date*) if every month we receive **payment in FULL** by the due date. **Payment in FULL** means payment of the total *new balance* shown on your statement which is made up of all charges to your account (including purchases, funds advances, balance transfers and Amex cheques, fees and other charges) up to the closing date.

If we do not receive **payment in FULL** by the payment due date, the grace period on your next statement will be extended to up to 25 days. The specific due date will be shown on your statement. Subject to any interest-free grace period that may still apply, interest will be charged on any previous balances during this period. The grace period will revert to 21 days on the next statement after we receive **payment in FULL**.

If the due date falls on a weekend or Canadian federal or applicable provincial holiday, if we receive **payment in FULL** by the next business day, you will still have an interest grace period for purchases as set out in this section.

### **Interest on purchases**

If we do not receive **payment in FULL** by the due date shown on your current statement, you will be charged interest on all purchases shown on that month's statement and interest will be applied to your account as described below. Any partial payment of your balance will have the effect of reducing the interest payable on your account. Except for Quebec residents, even if we receive **payment in FULL** of the new balance shown on your most recent statement, you will still be charged interest on all previously billed and unpaid purchases (if any) up until the date that we receive **payment in FULL** of that statement. These additional interest charges will appear on your next statement.

### **Interest on funds advances, balance transfers and Amex cheques**

Interest is *always* charged and there is no interest grace period for funds advances, balance transfers and Amex cheques, even if we receive **payment in FULL** by the due date.

### **How do we calculate interest and when is it added to your statement?**

*Interest on purchases:* Any interest on a purchase is charged from and including the day it is made (also referred to as the *transaction date* on your statement), or from and including the first day of the billing period in which the purchase is first charged to your account, if that is later, until the day we receive **payment in FULL** and credit your account.

*Interest on funds advances, balance transfers and Amex cheques:* Interest on a funds advance, balance transfer or Amex cheque is charged from and including the day it is made until the day we receive **payment in FULL** and credit your account.

Interest is calculated each day during a billing period on the daily closing balance of charges on which interest is payable (taking into account any payments or credit to your account) at the daily rate (which is the annual interest rate divided by 365 or 366 in the case of a leap year). We add together the interest charges for each day and the total interest for the billing period is then charged to your account and will appear on your statement on the last day of the billing period identified as "interest". If different interest rates apply to different parts of the balance on your account, we will separately calculate each daily closing balance and interest in the same manner. Daily closing balances with a credit balance are treated as zero (0).

## **Interest on other charges**

Fees are included in the balance on which interest is calculated. Interest is charged on fees in the same way (including a grace period) as set out under the heading “Interest on purchases” above, except for funds advance fees. Interest is *always* charged and there is no interest grace period for funds advance fees in the same way that interest is charged on funds advances. Any interest on a fee applies from and including the day the fee is first charged to your account until the day we receive **payment in FULL** and credit your account.

## **What interest rates apply to your account?**

We charge interest at the annual interest rate or rates (called *interest rate*) set out in the information box and disclosure statement. Please refer to the information box and disclosure statement for an explanation of how we determine which interest rate applies to the account. The interest rate that applies to purchases applies to all fees except that the interest rate that applies to funds advances applies to funds advance fees. The interest rate(s) applicable to a billing period will be set out on your statement.

## **CHARGES MADE IN FOREIGN CURRENCIES**

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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 information box and disclosure statement 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.

## **SUPPLEMENTARY CARDMEMBERS**

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At your request, we may issue a card on your account to another person (called a *supplementary cardmember*). We may limit the number of supplementary cards issued on one account. We generally do not provide copies of statements,

notices and other communications to a supplementary cardmember.

You agree that we are not entering into a credit agreement with any supplementary cardmembers, and that you alone are responsible to ensure that each supplementary cardmember reads, understands and complies with this agreement including the information box and disclosure statement and any notices and other communications that we may send to you.

To cancel a supplementary card, please see the “Cancelling This Agreement/ Closing The Account” section of this agreement.

## FUNDS ADVANCES

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If we permit you to obtain funds advances with your card, then:

- you must obtain a code to access ATMs that accept the card,
- we may impose limits and restrictions on funds advances such as the amount of the credit limit available by means of funds advances and minimum and maximum limits that apply to funds advances for each transaction, day, billing period or otherwise,
- participating financial institutions and ATM operators may also impose their own limits and restrictions on funds advances such as limits on the number of funds advances, the amount of each funds advance and access to available services at ATMs,
- we reserve the right to terminate your access to ATMs without cause and without providing any notice to you, even if your account is not in default,
- fees apply as set out in the information box and disclosure statement and the ATM provider may also charge a fee, and
- you must comply with any additional terms and conditions that we provide to you.

## RECURRING CHARGES

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You or a supplementary cardmember may authorize a merchant to bill your account at regular intervals for goods or services (called recurring charges). Here are some important things that you need to know about recurring charges and your account.

### Replacement Cards and Cancelled Cards

A replacement or new card (called a *replacement card*) may be issued to you if your card is lost, stolen, damaged, cancelled, expired or switched to a different card type. 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.

**In order to avoid potential disruption of recurring charges and the provision of goods or services by the merchant in the case of a replacement card or cancelled card, it is always your responsibility to contact the merchant and provide replacement card information or make alternate payment arrangements.**

You and the company agree to be responsible for any recurring charges that may continue to be charged to your account from a card that has been replaced or cancelled.

Recurring charges may be automatically charged to a replacement card without notice to you.

### Stopping Recurring Charges

To stop recurring charges being billed to your account, you must have the right

to do so by law or under your arrangement with the merchant and you must advise the merchant in writing or in another way permitted by the merchant to stop billing charges to your account.

### **Our Enrollment Services**

If we permit, you or a supplementary cardmember may authorize us or our agent to enroll you with a merchant for recurring charges. You will remain responsible to make other payment arrangements until the recurring charges begin to be applied to your account. We are not responsible for any failure to enroll your account for recurring charges or if the merchant fails to charge your account. The paragraph "Stopping Recurring Charges" above also applies if you or a supplementary cardmember uses our enrollment services.

### **AUTHORIZATION**

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We may require charges to be authorized by us before they are accepted by a merchant. We may refuse any request for authorization of a charge without cause and without providing any notice to you, even if your account is not in default.

In some cases, a merchant may authorize a charge in advance and your available credit limit will be reduced by the amount of the authorization. For example, when you rent a car, the merchant may initially authorize the full amount of the proposed car rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to make further charges.

### **CARD IS OUR PROPERTY**

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Although you and any supplementary cardmember use cards on your account, all cards remain our property at all times. You may be asked and you agree to return the card to us or anyone we ask to take it on our behalf, including merchants. We may also inform merchants that your card is no longer valid.

### **REPLACEMENT CARDS**

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You and the company authorize us to send you and any supplementary cardmembers a replacement card before the current card expires. You must destroy any expired cards by cutting them up or returning them to us. This agreement as amended continues to apply to any replacement cards we issue.

### **PRIVACY**

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#### **Consent to use of Personal Information**

In this section, the words *we*, *us* and *our* mean Amex Bank of Canada (*Amex Bank*), its affiliates (including Amex Canada Inc., a provider of travel related 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*).

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 any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship including merchants that accept our cards and to



use other third party databases (including registries, licensing authorities, identification services, telecom providers) or references provided by you to obtain or verify information about your financial circumstances, your background, to identify you and detect fraud; we may verify name, address, phone number, email and other information; for a supplementary cardmember, this sharing, exchange or use will also apply but not to our reporting of credit information,

- (6) as permitted by or to comply with legal and regulatory requirements,
- (7) to promote and to market products and services offered by us or other well-established companies, including by means of direct marketing through mail, email, telephone, text message, your statements or other available communication channels, and
- (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 our sharing and exchanging with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit including, if this application is approved, providing Marriott International, Inc., its affiliates or its agents (collectively *Marriott*) with the basic applicant's name and billing address and if provided, the Marriott Bonvoy program or any successor thereto (*program*) number and e-mail address.

If you provide us with your program number, you consent to Marriott providing us with your tier in the program, your tenure and the number of points collected in the program and you consent to our use of this Information as part of our evaluation of your credit standing.

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 email, 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 about you 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) consents to our collection, disclosure, use and processing of that Information for these purposes as reasonably required (provided that all these purposes will apply to supplementary cardmembers), and
- (ii) authorizes third parties to give us the Information for these purposes.

See our Privacy Code for other information about your privacy rights. It provides further illustrative descriptions and examples to help you understand:

- the nature of personal information collected and how it relates to the purposes in this agreement,
- how to file a complaint or request access, correction and disposal of your information held by us,
- our use of automated processes to help us make certain decisions, including to evaluate information about you to provide our services,

- our approach to processing and storage of information outside of your province or territory of residence or outside of Canada, and
- additional details about your consent rights.

You should also see our Online Privacy Statement, which is part of the Privacy Code, and describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content. Our Online Privacy Statement is available on our website. We may update the Privacy Code and the Online Privacy Statement and the most recent version will be available at [www.americanexpress.ca/privacy](http://www.americanexpress.ca/privacy).

### **Business Information Consent**

The company consents to the sharing and exchange of credit and other information by us (as defined in the above “Consent to Use of Personal Information” section) with credit reporting agencies, credit bureaus, or any other person, corporation, firm or enterprise with whom the company has or proposes to have a financial relationship and to the use of other third party databases or references provided on behalf of the company to obtain or verify information about the company and its financial circumstances.

### **SPECIAL MARRIOTT BONVOY PROGRAM PROVISIONS**

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The terms and conditions of the Marriott Bonvoy program and Privacy Statement can be found at [www.marriott.com/loyalty/terms/default](http://www.marriott.com/loyalty/terms/default). To update your information, modify your communications preferences, or if you do not want to receive marketing communications, please contact Marriott by telephone at 1-800-228-2100.

### **ADDITIONAL SERVICES**

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We may make available additional services or benefits which will be subject to separate terms and conditions. Examples of services or benefits include insurance, assistance services, rewards programs and merchant offers.

We may receive compensation from additional service providers and our compensation may vary by provider and product. Your account will be charged for any fees or premiums that may apply for services and benefits.

Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.

If your account is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.

### **INSURANCE**

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We identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you and we may act on behalf of the insurance provider, as permitted by law.

We receive compensation from insurance providers and our compensation may vary by provider and product. Also, in some cases, an entity that is affiliated with us may be the insurer or reinsurer and may earn insurance or reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify.

We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available.

## LOST AND STOLEN CARDS AND MISUSE OF YOUR ACCOUNT

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You must tell us immediately by telephone at the number shown at the end of this booklet if:

- a card is lost or stolen,
- a replacement card has not been received,
- someone else learns a code, or
- you suspect there is risk of unauthorized access or use of your card or account.

If a card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement card.

For loss, theft or fraudulent use of the card or account, provided you and any supplementary cardmember do not demonstrate gross negligence (in Quebec, gross fault), in safeguarding your card, account information or your personal authentication information, then you will not be liable to us for any unauthorized charges and your maximum liability for these charges will be \$0.

**Please see the American Express Fraud Protection Guarantee available at [www.amex.ca/fraudprotection](http://www.amex.ca/fraudprotection).**

Subject to the previous paragraph, if you or any supplementary cardmember did not comply with this agreement (including the section “Use of Your Account and Codes”), or if you or any supplementary cardmember contributed to, were involved in, or benefited from the loss, theft or misuse, you are liable for any charges; for example, if you gave your card or codes to another person to use. Any such charges will not be considered unauthorized charges or use of a card in an unauthorized manner.

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

## LANGUAGE

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You confirm that you wish this agreement and all communications, including statements, notices and other documents from us or our affiliates to be in English until you otherwise advise us.

Vous confirmez que vous désirez que la présente convention et toute communication, y compris les relevés, avis et autres documents, provenant de nous ou des sociétés membres de notre groupe, soient en anglais, à moins d’avis contraire de votre part.

## ARBITRATION

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### *Definitions*

As used in this Arbitration provision,

*you* or *your* mean the basic cardmember, any supplementary cardmembers (but does not include a consumer in Quebec under the Quebec Consumer Protection Act) and the company,

*we*, *our* and *us* mean Amex Bank of Canada and its affiliates (including Amex Canada Inc., a provider of travel related services),

*Claim* means any claim, dispute or controversy between you and us, whether contractual, extra-contractual, tortious or statutory, arising from or relating to your account, this agreement, and any other agreement that you have or may have had with us, or the relationships resulting from any of the above agreements (*Agreements*), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. Claim also includes any claim, dispute or controversy that arises from or relates to:

- (a) any of the accounts created under any of the Agreements, or any balances on any such accounts,
- (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services financed under any of the accounts or the terms of financing,
- (c) the benefits and services related to card membership (including fee-based or included benefit programs and any rewards programs), and
- (d) your application for any account.

### ***Initiation of Arbitration Proceeding/Selection of Administrator***

Any Claim will only be resolved by arbitration pursuant to this Arbitration Provision and the National Arbitration Rules (the “Rules”) of ADR Institute of Canada, Inc. (the “Administrator”) or its successors or a replacement Administrator.

For a copy of the Rules, to file a Claim or for other information about the Administrator, contact them at:

ADR Institute  
234 Eglinton Avenue East, Suite 407  
Toronto, Ontario M4P 1K5  
E-mail: [admin@adric.ca](mailto:admin@adric.ca)

Prior to the initiation of any Claim we have the right to change or replace the Administrator and the Rules at our sole discretion.

### ***Small Claims Court Proceedings and Complaint Procedures***

Notwithstanding anything to the contrary in this Arbitration Provision, you will have the right to pursue any Claim without resort to arbitration in a small claims court of your province or territory so long as the Claim is individual, within the jurisdiction of and pending only in that court.

You may also access our complaint escalation procedures. Please refer to the “Amex Bank of Canada – Complaint Handling Procedures” section of this agreement under the heading “Other Important Information”. However, please note that our Complaints Resolution Team and the Ombudsman for Banking Services and Investments may not deal with complaints that are the subject of arbitration or small claims court proceedings.

### ***Consolidation***

All Claims will be arbitrated on an individual basis. The parties agree that individual arbitration provides a more efficient and cost effective method of resolving Claims than court litigation. However, Claims brought by you against us, or by us against you, may be joined, heard one after the other or consolidated, as the arbitrator will direct, in arbitration with Claims brought by or against someone other than you, if agreed to in writing by all party cardmembers. The parties further agree that the arbitrator will have no jurisdiction or authority to consider any Claim brought on a class action or representative party basis.

### ***Arbitration Procedures and Appeal***

The arbitrator will take reasonable steps to preserve the privacy of individuals and of business matters. Where the Claim being arbitrated is for an amount less than \$50,000 there will be no oral discoveries subject to the discretion of the arbitrator to direct otherwise. The arbitrator’s decision will be final and binding. However, where an appeal is not prohibited by statute, any party can appeal the award to an appeal panel administered by the Administrator, which will consider anew any aspect of the initial award objected to by the appealing party.

Where the award under appeal is for \$50,000 or less, the appeal will be to a single appeal arbitrator and where the award under appeal is for more than

\$50,000 the appeal will be to a three- member appeal panel. The appealing party will have 30 days from the date of entry of the written arbitration award to notify the Administrator that it is exercising the right of appeal.

The Administrator will then notify the other party that the award has been appealed. The Administrator will appoint the appeal panel that will conduct an arbitration pursuant to the Rules and issue its decision within 120 days of the date of the appealing party's written notice. The decision of the three member appeal panel will be by majority vote.

The appeal decision will be final and binding and there will be no further appeal. The appeal decision will be considered as a final award.

### ***Location of Arbitration/Payment of Fees***

Any arbitration hearing that you attend will take place in the province or territory of your residence. We will be responsible for paying the arbitrator and arbitration administration fees (including filing, administrative, hearing or other fees) unless the arbitrator or appeal panel determines that your Claim was frivolous or vexatious, in which case, the fees will be in the discretion of the arbitrator or appeal panel.

Awards of legal costs will be in the discretion of the arbitrator or appeal panel but in the event you are unsuccessful in the arbitration, or appeal where applicable, you will not be responsible for our legal costs unless the arbitrator or appeal panel determines that your Claim was frivolous or vexatious.

### **CHANGES**

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We may change any provision or section of this agreement at any time, including, provisions relating to use of your account, codes, permitted and prohibited uses, interest, payments, statements, credit limits, balance transfers and cheques, installments, fees and commissions, foreign currency, minimum payment, how we apply payments, liability, supplementary cards, funds advances, recurring charges, authorization, replacement cards, privacy and information, additional services and insurance, lost and stolen cards and misuse of the account, dispute resolution, communicating with you, complaints, default, cancelling and closing the account or a card, assignment of claims, taxes, providing benefits and services associated with the account and changes affecting your and our rights and obligations.

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. If required, we will provide at least 30 days notice or the change won't be effective for 30 days thereafter, unless a shorter period is permitted under applicable law.

Only for Quebec residents that are consumers under the Quebec Consumer Protection Act, you may cancel your account without cost, penalty or cancellation indemnity by providing us notice no later than 30 days after any changes come into effect. You will still be obligated to pay all amounts owing on the account.

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

### **ASSIGNMENT**

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We may assign, transfer or sell our rights, benefits or obligations under this agreement at any time to an American Express affiliate or to a third party and you and the company consent to this without us having to notify you. If we do so, or intend to do so, you, any supplementary cardmember and the company

agree that we can give information about you, any supplementary cardmembers, the company and your account to the third party or related party.

## **SEVERABILITY**

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If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.

## **SUSPENSION**

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We may for any reason or without a reason and without informing you first, immediately stop you or any supplementary cardmember from using the card or we may refuse to authorize a charge. This agreement will continue if we take either of these actions and you and the company will still be responsible for all charges on your account.

## **DEFAULT**

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We may treat your account as being in default at any time in the event that you or the company fail to comply with your obligations under this agreement such as failure to make any payment when it is due, failure to pay any amount we demand in order to reduce the unpaid balance to your credit limit or if any form of payment is returned or not honoured in full.

We may also consider your account to be in default at any time if any statement made by you or the company to us in connection with your account was false or misleading, you or the company breach any other agreement that you may have with us or with any of our affiliates, if bankruptcy or other creditor proceedings are threatened or initiated against you or the company or if we have any reason to believe that you or the company may not be creditworthy.

The inclusion of previously billed minimum payments and any portion of dishonoured payments in the minimum payment shown on a statement will not constitute a waiver by us of any default.

In the event of any default, you and the company will also be responsible for all reasonable costs incurred by us or our agents including legal advisers, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

We can suspend or end this agreement or cancel any or all cards or reduce your credit limit immediately if you or the company are in default.

If we end this agreement you and the company must pay all money you and the company owe us immediately, including unbilled charges that may not be shown on your last statement, or, at our discretion, continue to pay the minimum payment. Your and the company's obligations under this agreement continue until all amounts that you and the company owe us have been paid.

If your card is cancelled for any reason, all other cards issued on your account will be cancelled at the same time.

You and the company will continue to be responsible for all charges made using your account, including recurring charges, until your account is no longer used and any recurring charges are stopped. At our option, we may treat continued use of the account as a request for reinstatement and we may reinstate your account.

This paragraph only applies to Quebec residents that are consumers under the Quebec Consumer Protection Act, if we immediately require payment in full.

Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing ourselves of this clause, we must forward you a notice in writing and unless we are exempted in accordance with section 69 of the General Regulation, we must forward you a statement of account.

Within 30 days following the receipt by you of the notice and, where necessary, of the statement of account, you may:

- (a) either remedy the fact that you are in default;
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in your interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

If you have a complaint about compliance with consumer protection laws, contact the Financial Consumer Agency of Canada (FCAC). For more information, please see the “Financial Consumer Agency of Canada” section of this agreement.

## **CANCELLING THIS AGREEMENT/ CLOSING THE ACCOUNT**

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### **You May Cancel This Agreement**

You may cancel this agreement for any reason within 14 business days after you receive your card for a new account or such additional period if we permit or under applicable law.

If you cancel within this time, we will refund or credit any annual fee for the new account. If you use or receive any benefit associated with the account before cancellation, the value of such benefit will be deducted from any refund you would otherwise receive. If you or a supplementary cardmember authorize any charge on the account, you will be required to repay all such amounts, including applicable interest.

You may cancel the agreement by phoning us at the number on the back of your card and providing us with your card number. You may also cancel by writing to us and including your name, card number and contact information.

### **You May Close Your Account**

You may end this agreement at any time by paying off all amounts owing on your account, destroying or returning to us all cards issued on your account, stopping use of your account and requesting the closure of your account. You can cancel a card issued to a supplementary cardmember by informing us by phone or in writing.

### **We May Close Your Account or Cancel Any Card**

At any time with or without a reason we can suspend or end this agreement or use of the account or cancel any or all cards. If we take such action, you will still be obligated to pay all amounts owing on the account.

## **COMMUNICATING WITH YOU**

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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 or we may opt to provide communications or make them available to you electronically.

You agree and your application for or use of the account will be considered your written agreement that we may provide communications to you by any lawfully permitted electronic means, including e-mail, posting communications on an American Express website (including [www.americanexpress.ca](http://www.americanexpress.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. You and the company 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 5 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 and the company that you have provided to us or authorized us to collect from third parties. You must inform us immediately if you change the place of residence, address or other contact information (such as postal, e-mail address, and telephone number) you have given to us, including any changes to supplementary cardmember and company details. We may make changes to your account without further notice based on the place of residence as set out in this agreement. For example, your minimum payment is determined by the province of residency. Please refer to the information box and disclosure statement for more information on how we determine your minimum payment.**

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 and the company 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 and the company also agree to give us any additional information and support documentation that we reasonably request or as required by law.

**NO WAIVER OF OUR RIGHTS**

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If we fail to exercise any of our rights under this agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

**COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED**

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Subject to applicable law, if you have a complaint or problem with a merchant



or any goods and services charged to your account, you must still pay all charges on your account and settle the dispute directly with the merchant.

However, if you have any question, problem or dispute concerning your account statement, you should contact us and we will take all reasonable and appropriate steps to provide the information you request or attempt to resolve the dispute.

## **ASSIGNMENT OF CLAIMS**

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Although we may have no obligation to do so, if we credit your account in relation to your claim against a third party such as a merchant, you and the company are automatically deemed to have assigned and transferred to us any rights and claims (excluding tort claims) against any third party for the amount we credited to your account. After we credit your account, you and the company agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your account. You and the company also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting your account on any occasion does not obligate us to do so again.

## **EXAMPLES**

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When we provide examples in this agreement, they do not limit the provisions of this agreement. The terms *includes, such as* and *for example* mean, respectively, *includes without limitation, such as but without limitation* and *for example but without limitation*.

## **TAXES, DUTIES AND EXCHANGE CONTROL**

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You and the company must pay any government tax, duty or other amount imposed by law in any country in respect of the card, any charge on your account or any use of the account by you or any supplementary cardmember.

## **LIMITATION OF OUR LIABILITY**

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We are not responsible or liable to you, any supplementary cardmember or the company for:

- any delay or failure by a merchant to accept the card,
- goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account,
- any costs, damages or expenses arising out of our failure to carry out our obligations under this agreement if that failure is caused by a third party or because of a systems failure, data processing failure, industrial dispute or other action outside our control, and
- loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

For example, we will not be liable to you, any supplementary cardmember or the company for any malfunction or failure of the card or refusal by a merchant to accept the card.

## **QUEBEC DISCLOSURES**

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**The following section only applies to residents of Quebec that are consumers under the Quebec Consumer Protection Act.**

Clause required under the Consumer Protection Act. (Open credit contract for the use of a credit card)

- (1) If you use all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, you may, if the open credit contract was entered into

on the making of and in relation to the sale, lease or service contract, and if we collaborated with the vendor, lessor, contractor or service provider with a view to granting credit, plead against us any ground of defence urgeable against any such vendor, lessor, contractor or service provider.

You may also, in the circumstances described in the first paragraph, exercise against us, or against an assignee, any right exercisable against the vendor, lessor, contractor or service provider if any such vendor, lessor, contractor or service provider is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. We or the assignee is then responsible for the performance of the obligations of the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to us at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment we received if we assigned the debt.

- (2) If you are solidarily liable with another consumer for the obligations arising from an open credit contract, you are released from the obligations resulting from any use of the open credit account after notifying us in writing that you will no longer use the credit extended and that you no longer intend to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing us proof, on that occasion, that you informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by you must be applied to the debts contracted before you send us the notice.

- (3) If you enter into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract you may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, we must cease debiting your account to make payments to the merchant.

- (4) You are not liable for debts resulting from the use of a credit card by a third person after we have been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by you. Even if no notice was given, your liability for the unauthorized use of a credit card is limited to \$50. You are held liable for the losses incurred by us if we prove that you committed a gross fault as regards the protection of the related personal identification number.
- (5) Without delay at the end of each period, we must send you a statement of account. We are not required to send you a

statement of account at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

- (6) If you make a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from you on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.
- (7) You may demand that we send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. We must send the copy of the vouchers requested within 60 days after the date you have sent your request.
- (8) Until you receive a statement of account at your address or at your technological address if you have expressly given your authorization, we must not claim credit charges on the unpaid balance, except as regards money advances.

It is in your interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

If you have a complaint about compliance with consumer protection laws, contact the Financial Consumer Agency of Canada (FCAC). For more information, please see the “Financial Consumer Agency of Canada” section of this agreement.

Other authorized consumers are not solidarily liable for use of the account. For example, a supplementary cardmember is an authorized user on your account, however the supplementary cardmember is not liable to us for any charges to your account. Please see the “Supplementary Cardmembers” section of this agreement for additional details.

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## Other Important Information

### **AMEX BANK OF CANADA - COMPLAINT HANDLING PROCEDURES**

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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 <a href="http://www.amex.ca/complaints">www.amex.ca/complaints</a> 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**

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#### **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: <a href="http://www.obsi.ca">www.obsi.ca</a> e-mail: <a href="mailto:ombudsman@obsi.ca">ombudsman@obsi.ca</a>

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”)**

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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:

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](http://www.fcac-acfc.gc.ca)  
e-mail: [info@fcac-acfc.gc.ca](mailto:info@fcac-acfc.gc.ca)

Mail: Financial Consumer Agency of Canada  
427 Laurier Avenue West, 5<sup>th</sup> Floor  
Ottawa, Ontario, K1R 1B9

For the most recent version of these Complaint Handling Procedures, please visit [www.amex.ca/complaints](http://www.amex.ca/complaints).

## **COMMITMENTS AND CODES OF CONDUCT**

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

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 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.

## **Earning Marriott Bonvoy points through the use of the Marriott Bonvoy Business American Express Card**

The following terms and conditions govern how points and Awards offered by the Marriot Bonvoy program or any successor thereto (*program*) operated by or on behalf of Marriott International, Inc., its affiliates, or its agents (*collectively Marriott*) may be earned through purchases charged to your Marriott Bonvoy Business American Express Card issued by Amex Bank of Canada (*we, us or our*) (program terms).

This program is subject to two sets of terms and conditions: (a) terms and conditions from Marriott (*Marriott terms*); and (b) these program terms. Marriott terms can be found at [www.marriottbonvoy.com/terms](http://www.marriottbonvoy.com/terms). For clarity, these program terms, and Marriott 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 program terms.

## DEFINITIONS

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In these terms and conditions:

- *awards* means the awards set out below under the heading “Marriott Bonvoy Awards”,
- *card account* means your Marriott Bonvoy Business American Express Card,
- *earn rate* means the number of Marriott Bonvoy points (“points”) that you can earn on each dollar of eligible purchases charged to your card account,
- *eligible* means only those American Express retail merchants in Canada whose primary business is within the specified category. Merchants are typically assigned codes and are categorized based on what they sell. We reserve the right from time to time and without notice to add or disqualify merchants or locations participating in the program from being considered eligible merchants,
- *program account* means your program account with Marriott for your points,
- *program terms* means the terms and conditions of the program currently available at [www.marriott.com/loyalty/terms/default](http://www.marriott.com/loyalty/terms/default),
- *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.

## CALCULATION OF POINTS

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Subject to these terms and conditions, you can earn points as follows:

You can earn five (5) points for every \$1 of eligible purchases charged on your Marriott Bonvoy Business American Express Card when charged directly with participating Marriott Bonvoy properties, standalone Marriott Bonvoy retail establishments, and Marriott Bonvoy online stores (including online purchases of Marriott Bonvoy gift cards) that, in each case, are wholly owned by Marriott International, Inc. and its affiliates. Merchants are typically assigned codes and categorized based on what they sell.

You can earn three (3) points for every \$1 in eligible purchases charged on your Marriott Bonvoy Business American Express Card at American Express retail merchants as follows: (i) at stand-alone automobile gasoline stations in Canada; (ii) restaurants, quick service restaurants, coffee shops and drinking establishments in Canada; and (iii) for travel services or travel bookings including air, water, rail and road transport, but not including local and commuter transportation. Purchases at merchants where travel sales are not their primary business (including general merchandise retailers) do not qualify for the earn rate in this category. Merchants are typically assigned codes and are categorized based on what they sell.

An earn rate of two (2) points for every \$1 applies if the merchant code is not in an eligible category, the purchase is made using an electronic wallet or is not made directly from the provider of the good or service, e.g. through a third party or by using a mobile device (e.g. smart phone) with an attached card reader.

Your account must be in good standing. Points can be earned on eligible purchases less returns and other credits. Funds advances, interest, fees, balance transfers, Amex cheques and charges for travelers cheques and foreign currencies are not purchases and do not earn points.

Only whole points will be earned. A fraction of one point is rounded up from and including .50 points and rounded down if it is less than .50 points. Therefore, we will disregard and not accumulate a fraction of one point that is less than .50 points.

### **Calculation Method**

Example for earning 5 points for every \$1 in eligible Card purchases at Marriott Bonvoy properties:

- For a purchase of \$216.34, 1082 points can be earned ( $\$216.34 \times 5 = 1081.70$  rounded up to 1082 points).

Example for earning 3 points for every \$1 in Card purchases at eligible gas, dining and travel merchants:

- For a purchase of \$55.16, 165 points can be earned ( $\$55.16 \times 3 = 165.48$  rounded down to 165 points).

Example of earning 2 points for every \$1 in Card purchases everywhere else:

- For a purchase of \$95.76, 192 points can be earned ( $\$95.76 \times 2 = 191.52$  rounded up to 192 points).

Except as set out under the heading “Statements” below, we calculate the number of points at the end of each billing period for your card account and points earned will be credited to your program account after the billing period in which the purchases are posted to your card account.

### **Marriott Bonvoy Awards**

We will set an annual Marriott Bonvoy awards annual reset date (the reset date) for your card account which will be shown on the monthly statement for your card account. Subject to these terms and conditions, you can earn the following awards:

- if you reach a net purchases threshold of \$30,000 prior to the reset date, you will be enrolled for a minimum of 1 year in the Marriott Bonvoy Gold Elite status of the program (unless you are already enrolled at that or a higher level), and
- you will earn an Annual Free Night Award 8 to 10 weeks after your reset date each year.
- you will earn 15 Elite Night Credits after your reset date each year.

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. 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.

In the case of returns or adjustments that reduce the amount of net purchases below a previously achieved threshold for which awards were previously awarded,

- (i) you will not be eligible to earn additional awards for reaching the annual net purchases threshold previously reached, and
- (ii) at our discretion, the applicable award will be forfeited. After being earned, it may take up to 10 days for the enrollment of the basic cardmember in the Gold Elite status of the program to become effective.

Enrollment in the Gold Elite status of the program is subject to the program terms and will expire at the end of or after such 1 year period unless you reach the applicable purchases threshold again for the next annual period or you otherwise meet the criteria to maintain Gold Elite status as specified in the program terms.

The Annual Free Night Award can be redeemed by the basic cardmember for a future stay at participating Marriott Bonvoy properties for a night with a value up to 35,000 points. The list of eligible properties is available at [www.marriott.com](http://www.marriott.com).

After being earned, it may take up to 8 to 10 weeks for the Annual Free Night Award to be available for redemption and must then be used within one year after being made available or it will expire.

The Annual Free Night Award includes the cost of the hotel room and room tax and may only be used for an available single or double occupancy standard room. The Annual Free Night Award does not include the resort fees.

The Annual Free Night Award has no cash or monetary value, is not transferable and may not be given as a gift.

The Annual Free Night Award is subject to Marriott Bonvoy program redemption procedures and can only be redeemed by visiting the My Account activity page at [www.marriott.com](http://www.marriott.com).

Each calendar year, with your Marriott Bonvoy Business American Express Card, you will receive 15 Elite Night Credits towards the next level of Elite status in the Marriott Bonvoy program.

You will receive a maximum of 15 Elite Night Credits per calendar year even if you have more than one Marriott Bonvoy Consumer or Business American Express Card account or have more than one Marriott Bonvoy program account.

After being earned, it may take up to 8 weeks for the Elite Night Credits to appear in your Marriott Bonvoy loyalty account.

### **General**

Points will be earned only by the basic cardmember and will be transferred to the program account designated in accordance with these terms and conditions. Awards will only be earned by the basic cardmember. However, purchases, returns or adjustments charged to the card account by a supplementary cardmember will be included in the calculation of points earned by the basic cardmember. This is because supplementary cards are issued on the basic cardmember's card account. Points earned through the use of supplementary cards do not give such supplementary cardmembers any rights against us or Marriott.

Participation in the program is intended for consumers and not for businesses.

We may cancel or reverse any points or awards not properly awarded. We may refuse to award points or awards or deduct points already awarded to you if we have reason to believe that you or the company caused or allowed a breach of the conditions of use of the card account or a breach of the program terms or these terms and conditions, if your card account is not in good standing or for any other reason.



Except as otherwise provided in these terms and conditions, points that were not awarded because your card account was not in good standing will not subsequently be awarded if your card account returns to good standing.

Your card account must be and remain active (not cancelled) and in good standing in order to receive and retain the awards. We have the right not to award or to deduct points in an amount equal to any points earned by you and/or transferred to the program account in respect of a billing period for which we did not receive the minimum monthly payment due by the payment due date (a Missed Payment) regardless of subsequent returns or adjustments. This includes points earned in relation to purchases, bonus points or any other points.

We reserve the right to deduct points from earned or future points for refunds or adjustments which are not fully offset by points earned on new purchases or if you have a Missed Payment as noted above. In that case, no additional points will be earned until the amount of additional purchases offsets the amount of the returns, adjustments or deducted points.

If approved by Marriott, we reserve the right to deduct points that have already been transferred to the program account. Provided your card account has not been suspended or cancelled or no more than 120 days have elapsed from and including the date the points were not awarded or deducted, you may request that we reinstate points.

If we approve a request, the applicable points reinstatement fee as set out in the information box and disclosure statement for your card account is payable and will be charged to your card account. A separate reinstatement fee is payable in respect of each billing period for which we reinstate points.

## **PROGRAM TERMS AND PROGRAM ACCOUNT NUMBER**

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These terms and conditions are in addition to the program terms that have been or will be provided to you separately by Marriott. Nothing in these terms and conditions will vary or prejudice the rights of Marriott under the program terms. Marriott is solely responsible for the program and its operation. Marriott or its principals will not be treated as our agents for any purpose. The program is subject to applicable terms, conditions, exclusions, limitations and fees.

The program and the program terms may be modified, in whole or in part, by Marriott from time to time, with or without notice.

It is your responsibility to keep up to date on the terms and conditions and all other particulars of the program. The program terms can be found at [www.marriott.com/loyalty/terms/default](http://www.marriott.com/loyalty/terms/default).

To earn points, you must be enrolled in the program. We are entitled to rely upon and use any program account number that you provide to us. We are not obligated to validate that program account number. However, Marriott may validate the program account number that you provide to us, assign a new program account number to the basic cardmember and provide it to us if you were not previously enrolled in the program or provide us with your existing program account number if you were previously enrolled.

If Marriott does provide us with an existing, new or replacement program account number, we are entitled to rely upon and use such program account number regardless of any program account number that you may have previously provided to us.

## **SPECIAL PROMOTIONS**

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At our discretion we may, but are not obligated to offer special promotions or additional opportunities to earn points at the rate and on the terms and conditions as we may determine from time to time.

## **STATEMENTS**

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We will provide you with a points summary accompanying your card account statement which will usually provide the total points earned during the billing period covered by your card account statement. Notwithstanding the provisions contained in these terms and conditions, we reserve the right to provide you with a points summary that may not match the dates of your card account statement. In this event, points on eligible purchases posted to your card account after the date of the summary will be earned and reflected on a subsequent points summary unless you have a Missed Payment.

Points cannot be redeemed until they are issued and recorded in the program account by Marriott. All questions or disputes regarding eligibility of a card account or eligibility of Purchases to earn points or applicable earn rates will be resolved by us in our sole discretion.

All discrepancies regarding points and earn rates must be brought to our attention within 21 days of the closing date shown on the points summary on which the points are first recorded or the card account statement on which the purchases are first recorded. Otherwise, the points summary will be considered accurate except for any points in respect of which you received an improper or unfair benefit pursuant to these terms and conditions.

## **TRANSFER OF POINTS**

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Points do not constitute property of the cardmember and cannot be assigned, traded, willed, transferred to another cardmember or to another card account or otherwise transferred other than with our consent and/or with the consent of Marriott, which consent may be withheld at our or Marriott's sole discretion. Before points are transferred to a program account, our consent is required. After points are transferred to a program account, Marriott's consent is required. Points have no cash or monetary value.

## **TAXES AND FEES**

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Cardmembers are solely responsible for determination of any tax liability related to points or participation in the program. We make no representations about the current or future tax consequences to cardmembers of participation in the program.

Additional fees and other charges apply or may be imposed in respect of the program, the redemption of points and goods and services supplied or requested in connection with the program. All such fees and other charges from time to time are solely your responsibility.

## **LIMITATION OF LIABILITY**

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We are not responsible for the program or any obligation in connection with it or its operation including, without limitation,

- (i) non-receipt of instructions to enroll a card account into the program, for whatever reason,
- (ii) delay in completing enrollment of a card account in the program, for whatever reason,
- (iii) unauthorized redemption or transfer of points,
- (iv) failure or delay by Marriott or any other person to provide goods or services including the awards,
- (v) loss or damage caused by goods or services supplied or requested in connection with the program including the awards, or
- (vi) any changes to the program including its termination.

You and the company agree therefore not to make any claims against us for any matter connected in any way with the program.

Marriott or its principals will not be treated as our agents for any purpose. We cannot be held responsible or liable for how merchants submit charges to us, how those charges are recognized by our system, whether or not or to what extent such charges are eligible to earn points.

To the extent permitted by applicable law and subject to any provisions in these terms and conditions which limit our liability, we, our parent, subsidiaries and affiliates will not be liable to you, the company or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever arising from or in connection with the program and earning points or awards for purchases made on a card account (whether in contract, tort, strict liability, products liability or otherwise), including, without limitation, lost revenues, loss of profits or loss or interruption of business. In no event shall we be liable to you or the company for any delay in or failure to perform due to causes beyond our control, including, without limitation, any act of God or any act or omission of a third party.

This provision and the previous paragraph dealing with limitation of liability will survive termination of your participation in the program.

## **CHANGES**

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We reserve the right to change these terms and conditions including without limitation changing earn rates, calculation of points, awards and participating card accounts.

We may add or eliminate additional earn rates or tiers of eligible card accounts or awards or we may offer other cardmembers a different earn rate or awards or a different calculation of points.

Additional American Express Cards or existing cards as we may determine from time to time may participate in the program.

We may terminate, amalgamate and otherwise change tiers or card accounts participating in the program. We may introduce fees or change the fees that we charge for participation or for optional services. We also reserve the right to cancel our participation and the participation of card accounts in the program.

## **GENERAL**

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You expressly request that these terms and conditions and all other related documents be in English. Vous avez expressément demandé que ces modalités et tous les documents qui s'y rattachent soient rédigés en anglais.

The headings in these terms and conditions are added for convenience and do not change the meaning of any provisions of these terms and conditions.

All references to dollar amounts in these terms and conditions are in Canadian dollars.

## **AMEX CANADA PRIVACY CODE**

American Express has long recognized and fully accepted our responsibility to safeguard the privacy, confidentiality and security of the personal information entrusted to us. This Privacy Code ("Code") sets out the privacy policy of Amex Bank of Canada and Amex Canada Inc. ("Amex Canada"), and applies to their products, services and customers (including prospective customers) in Canada. The Code is consistent with the American Express Data Protection and Privacy Principles, which apply to all American Express operations worldwide.

This Code should be read in conjunction with our Online Privacy Statement which is part of the Code and addresses how Amex Canada collects, uses and safeguards the personal information you provide to us online. The Online Privacy Statement describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content.

This Code and our Online Privacy Statement are available on our website. We may update this Code and the Online Privacy Statement and the most recent version will be available at [www.americanexpress.ca/privacy](http://www.americanexpress.ca/privacy).

In this Code “personal information” means any information which relates to an individual and allows that individual to be identified (“Information”).

***1. We only collect customer Information that is needed and we tell customers how we use it.***

We limit the collection, use, retention, and disclosure of Information about individuals who are customers to what we need to know:

- to initiate and administer their accounts,
- to provide customer services,
- to offer new products and services,
- to understand the current and future needs of our customers and to otherwise analyze and manage our business,
- to assess and manage our credit risk,
- to detect and protect us against error, fraud and other criminal activity,
- to exchange Information with customers who are jointly liable to us,
- to share Information with third party suppliers who provide or participate in services or benefits provided in relation to our products and services,
- in the case of business accounts or business travel, to provide account reports or data about the business account or business travel to a customer’s employer or its related businesses or their agents or service providers,
- to comply with any legal and regulatory requirements,
- or for any other purpose in accordance with applicable law.

We tell our customers about the purposes for which we collect, disclose, use and process Information we collect. We also provide our customers with illustrative descriptions and examples to help them understand the nature of this Information and how it relates to the purposes. For example, the Online Privacy Statement describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content.

***Nature of Information Collected***

The Information we collect will vary by product and can change over time. Here are some examples of the type of Information we collect and how they relate to certain purposes.

The Information we collect from time to time may include:

- Information to identify you such as name, date of birth, contact information, government issued documentation details (for example, a driver’s license), and your background (for example, occupation), or biometric information (for example, your voice print for voice identification);

- Information about your financial circumstances such as your income, assets, payment history and credit worthiness;
- Information for the provision of products and services (for example, language, travel, lifestyle and other preferences, and information on a loyalty or reward program attached to your product);
- 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); and
- Information about your browsing history and the device you use to browse our websites, mobile applications or other online communications and content and your IP address. Please see our Online Privacy Statement for more information about cookies and similar technologies.

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.

- **Health Information** - 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.
- **Social Insurance Number** - Disclosure of Social Insurance Numbers (SIN) to match credit bureau information is optional for credit/charge or other loan products. If you provide your SIN for a credit product, we will use it to match credit bureau/reporting agency information. This allows us to distinguish you from other individuals, particularly those with similar names, and helps ensure the accuracy of the Information collected and reported.
- **Date of Birth** - Date of birth is required in certain circumstances to comply with “know your customer” standards, or for security reasons. It also allows us to determine your eligibility for certain products or services.
- **Email, Text Message and Other Electronic Communications** - We may send customer service and marketing communications to you electronically. Examples of customer service include electronic statement, collection and other notices. We may also provide payment due, account balance, approaching credit limit, payment received and other account alerts.
- **Online Information** - We may use online information available through the websites, mobile applications and other online communications and content that you use on its own or combined with other Information we have about you to deliver products and services, prevent fraud, update you about new features and benefits and conduct research and analysis. Please see our Online Privacy Statement for more about how we collect information online about you.
- **Travel and Lifestyle Preferences** - If you hold a product in which we provide concierge services and travel services offered by Amex Canada Inc., your travel and lifestyle preferences like the individual authorized to make bookings on your behalf, your preferred retailers, restaurants and leisure activities could be used by us to customize, personalize and coordinate concierge and travel recommendations

and bookings. We may also access account Information to assist in providing you with these services.

### ***Use of Information Collected***

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.

We are required by law to determine whether we have customers who are politically exposed persons and comply with certain legal requirements. We use Information, publicly available information and commercial database(s) to determine whether a customer is politically exposed. More information is available at the website [www.fintrac.gc.ca](http://www.fintrac.gc.ca).

When, with your consent, we promote and market to you products and services offered by us or from 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 noncredit 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 and loan applications;
- assess credit risks, including to check if you meet our eligibility criteria and decide whether we can issue you a card or loan or approve a transaction.

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 Canada, 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 Canada) and transaction particulars (such as merchants and Card present or not) to help us detect fraud. These methods are regularly tested to ensure that they remain fair, effective and unbiased.

### ***2. We give customers choices about how their Information will be used.***

We give customers the choice of not receiving promotions and marketing offers. These include product and service offers from American Express businesses and other well-established companies. Choosing to opt-out of promotions and marketing offers will not limit information we may provide you when you contact us. In addition, we will continue to provide information to our customers in keeping with the nature of their relationship with us.

If you do not wish to receive promotions and marketing offers, please call us at 1-800-869-3016 or you can manage your marketing preferences through Online Services (if enrolled) at [www.americanexpress.com/canada/prefEN](http://www.americanexpress.com/canada/prefEN). You can choose to be excluded from all promotions or from certain promotions or certain communication channels based on the options that we may make available. Additionally, you can unsubscribe from our marketing email messages by clicking the “unsubscribe” link included in each message. Your request will be processed promptly but may not be captured for promotions already in progress.

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 required by 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 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.

### ***3. We ensure Information quality.***

We use advanced technology, documented procedures, and internal monitoring practices to help ensure that customer Information is processed promptly, accurately and completely. In addition, we prescribe standards of quality from the consumer reporting agencies and others who provide us with Information about prospective customers.

### ***4. We give customers rights to access, correct and dispose of their Information.***

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.

#### ***• Credit Reports***

With your consent, in dealing with you we may obtain and consult credit reports on you prepared by credit reporting agencies. You have rights of access and correction in relation to the files held on you by these agencies by contacting them.

Please write to us at the above address to the attention of the Person in Charge of the protection of personal information if you wish to obtain the name and address of the agency or agencies from whom we have obtained a credit report about you.

**5. *We use prudent Information security safeguards.***

We use administrative, organizational, technical and physical security measures to protect the confidentiality, integrity and availability of your Information. These measures include technological safeguards and appropriate access controls to data and facilities. We take reasonable steps to securely destroy, de-identify or anonymize Information and sensitive Information, as appropriate, when we no longer need it. We will keep your Information only as long as we must to deliver our products and services, unless we are required to keep it longer by law, regulation or for the purposes of litigation or regulatory investigations.

**6. *We limit the sharing of customer Information.***

We may share your Information as required or as permitted by law, such as:

- with credit bureaus and similar institutions to report or ask about your financial circumstances, and to report or collect debts you owe;
- with regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests;
- with our service providers, regulatory authorities, and governmental agencies to detect and prevent fraud or criminal activity, and to protect the rights of American Express or others;
- within our parent company and our affiliates;
- with our service providers who perform services for us and help us operate our business (we require service providers to safeguard Information and only use your Information for the purposes we specify);
- with co-brand partners (to learn more about how we disclose your Information to our co-brand partners, see your Cardmember Agreement) and other partners and benefit providers with whom we jointly offer or develop products and services (but they may only use Information to market their own products or services if you consent);
- in the context of a sale of all or part of our, our parent company or our affiliates or their assets; or
- for specific products or services, when you have given your consent.

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 Canada) treat Personal Information, please contact us as set out below.

We may share customer Information in order to manage our businesses including when we assign our rights to others. This includes disclosing on a confidential basis customer Information to parties that may be participating in a proposed or an actual business transaction with us including financings,



securitizations, insurance or the assignment of our rights such as for the sale or collection of debts.

***7. We are responsive to customers' requests for explanations.***

If we deny an application for our services or end a customer's relationship with us, if requested and to the extent permitted by applicable laws, we provide an explanation. We state the reasons for the action taken and the Information upon which the decision was based, unless the issue involves potential criminal activity or the information is proprietary.

In certain circumstances where a decision was made based on automated processing of your Information, you may request an explanation of our decision. In our response we will describe the type of Information that was used, the source of the Information, and the principal factors that led to the decision. You will also be able to correct inaccuracies in the Information used in the automated processing.

***8. We hold ourselves responsible for our Privacy Code.***

Everyone involved in the life cycle of customer Information is responsible for maintaining customer confidence in Amex Canada. We provide training and communications programs designed to educate individuals about the meaning and requirements of this Code.

We conduct a combination of compliance self-assessments, privacy risk assessments, internal audits, and may commission outside-expert reviews of our compliance with the Code and the specific policies and practices that support the Code.

We have governance to support adherence to this Statement and the Privacy Code including procedures, training, reporting, oversight (including by the Chief Privacy Officer or person-in-charge of Information) and committees of management and our Board of Directors (as applicable). Amex Canada employees are required to comply with this Statement and Privacy Code. Our business partners and vendors are also required to comply with our privacy standards.

Those who violate the Code or other Amex Canada policies and practices may be subject to disciplinary action, up to and including dismissal. Employees are expected to report violations – and may do so including to their managers, to their business unit's compliance officer, or by contacting a confidential employee reporting hotline.

***9. We extend the protection under this Privacy Code to our business relationships.***

We require companies we select as our business partners to agree to keep our customer Information confidential and secure, to protect the Information against unauthorized access, use, or disclosure by the recipient company, and limit its use to the purposes for which it was disclosed. We also encourage our business partners to respect their customers' Information by adopting strong and effective privacy policies and practices.

In addition, we participate actively in industry associations to advocate development of comprehensive privacy policies and implementation strategies.

***10. Our customers' privacy concerns or complaints are important to us.***

Our Chief Privacy Officer is the person in charge of customer Information and is responsible for ensuring that our day-to-day procedures comply with our Privacy Code.

### ***Questions and Concerns:***

If a customer has any questions, concerns or complaints about their privacy, the customer can take the following actions:

- Begin by talking to a customer service representative at Amex Canada.
- If the issue remains unresolved, write to us at the address shown at the end of this booklet. Please make sure to address your letter to the attention of the **Chief Privacy Officer**.

### **About American Express in Canada**

American Express in Canada operates as Amex Bank of Canada and Amex Canada Inc. Both companies are wholly owned subsidiaries of the New York based American Express Travel Related Services Company, Inc., the largest operating unit of American Express Company.

Amex Bank of Canada issues American Express Cards in Canada, provides American Express merchant services in Canada and provides other financial services.

Amex Canada Inc. is a provider of travel related services in Canada.

Our address is 2225 Sheppard Avenue East, Suite 100, Toronto, ON M2J 5C2. However, you can contact us at the address and phone number shown at the end of this booklet.



# American Express® Cardmember Service

*For card account inquiries, lost or stolen cards or general information,  
call 24 hours a day:*

## Telephone Numbers

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From anywhere in Canada/U.S.

1-888-721-1046

1-866-549-6426 (TTY/TDD)

From outside of Canada/U.S. (please call collect)

(905) 474-1271

## Address

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AMEX BANK OF CANADA

P.O. BOX 3204, STN F

TORONTO, ON M1W 3W7

Visit our website at [www.americanexpress.ca](http://www.americanexpress.ca)  
for more information.



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