

# AGREEMENT BETWEEN CORPORATE CARDMEMBER AND AMEX BANK OF CANADA

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## **INTRODUCTION**

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Your use of the enclosed American Express® Corporate Card will be governed by this Agreement. Such Cards will be referred to as the “Corporate Card”.

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

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

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

## **LIABILITY FOR CHARGES – IMMEDIATE PAYMENT**

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

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

If you do not receive a monthly statement by reason of an interruption in postal service or any other cause or event, you must contact us every 30 days in order to determine what Charges are then due. Unless and until a monthly statement is delivered, Charges will be due and payable (unless prohibited by law) when we notify you in whatever manner, or in the absence of such notice, on the date you are required to contact us, whichever is earlier.

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

## DELINQUENCY ASSESSMENTS

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If any Charge is not paid in full by the date of the next monthly statement after the monthly statement on which it first appears such Charge will be considered "Delinquent". If a Charge becomes Delinquent, it will become subject to a fee (called a "Delinquency Assessment") on the outstanding balance owed on such Delinquent Charge until such balance is paid in full. Delinquency Assessments accrue and are calculated at the rate of 0.0822% on the then outstanding balance of any Delinquent Charge, for each day that Delinquent Charge, or any part thereof, remains outstanding starting from 31 days after the date of the monthly statement on which that Charge first appeared.

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

Examples of Delinquency Assessments are as follows:

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

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

## PAYMENT

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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 agree that any specific terms that we provide to you at enrollment will apply and form part of this agreement.

We are not obligated to accept payments that do not conform to our requirements. If we accept payments that do not conform to our requirements, the payment may be delayed and will not be credited to your account until it is converted into the required form. We may charge your account for any costs we incur and we may impose additional charges for converting payment including the currency conversion commission as specified in the fee schedule or as otherwise disclosed by us.

If we accept late or partial payments or any payment described as being in full or in settlement of a dispute, we will not lose any of our rights under this agreement or the law including the right to recover the full balance owing.

Payments for your account must be sent separately from payments to any other account. If multiple payments are sent together or if you do not clearly designate

your account to be paid, we may apply payments to any account at our sole discretion.

Although we may credit your account for a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

## **CHARGES MADE IN FOREIGN CURRENCIES**

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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 fee schedule or as otherwise disclosed by us. If charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them and may include a commission or charge, also selected by the third party. It is your decision whether to use the third-party currency conversion or not. You should check the rates and charges before completing the transaction. When a transaction is converted by a third party and is submitted to us in Canadian dollars, we will not apply a currency conversion commission.

## **USE OF CORPORATE CARDS**

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

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

We reserve the right to deny authorization of any Charge.

## **PROBLEMS WITH GOODS AND SERVICES**

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

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

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

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

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

## **ADDITIONAL SERVICES**

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

## **AUTOMATED BANKING MACHINE ACCESS/ PERSONAL IDENTIFICATION NUMBER**

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

## **USE OF YOUR CORPORATE CARD AND CODES**

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

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

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

- memorize the code,
- destroy any communication informing you of the code (if applicable),
- do not write the code on the Corporate Card
- do not keep a record of the code with or near the Corporate Card or account details,
- do not tell the code to anyone,
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number, and
- take care to prevent anyone else seeing the code when entering it into an automatic banking machine (“ABM”) or other electronic device.

If we permit use of the account with a mobile phone or other type of device, do not give access to the phone or other device to any other person including protecting access to biometric authentication such as fingerprint and facial recognition.

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

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

## **REPLACEMENT CARDS**

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The Corporate Card will be valid until the end of the period of validity shown on the Corporate Card unless cancelled or revoked prior thereto in accordance with the terms of this Agreement. You authorize us to send you a replacement Corporate Card before the current Corporate Card expires. [We will charge renewal fees to the account annually.] We will continue to issue replacement Corporate Cards in this manner until you or the Company tells us to stop.

## RECURRING CHARGES

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

If a replacement or new Card (a “replacement Card”) has been issued to you (because, for example, your Card has been lost, stolen, damaged, cancelled, expired or switched to a different Card type) depending upon the system used and manner of submission of charges by the merchant, the Recurring Charges may (but will not always) be applied to your replacement Card. We may, but are not required to, provide merchants with updated information about your Card account, which may include providing updates to your card number and expiry date, providing a token (to enhance security for charges to your account) and informing the merchant if your account is cancelled. Information may be updated before you receive your replacement Card. Contact us about your choices. You agree that we have the right to apply Recurring Charges to a replacement Card without giving you notice and you agree to be responsible for any such Recurring Charges. In order to ensure there is no disruption in Recurring Charges, it is your responsibility to contact the merchant and provide the updated information.

## CONSENT TO USE PERSONAL INFORMATION

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

## COMMUNICATING WITH YOU

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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 (except as set out below).

At our, or your Company’s discretion, we may automatically enroll you in our electronic statement service. Upon such enrollment by us or your Company in an electronic statement service we may also send communications to you electronically instead of by mail. You agree that we may provide communications to you by any lawfully permitted electronic means, including e-mail, posting communications on an American Express website (including amex.ca) or other website of a third party service provider, making communications available to you through links provided on a statement or other notice, or any combination of these or other means and you hereby designate the information systems to which all such communications may be provided by us to you as the information systems through which you will receive such communications.

### **This means that we can provide statements, notices, changes to this agreement and other communications to you electronically.**

You agree that it is your responsibility to access and retain copies of all electronic communications that we may provide to you. Statements and other disclosures on the American Express website will be posted for a minimum of 60 days. You agree not to dispute any electronic communication on the basis that it was not in writing or was not signed. Your agreement that we may provide communications by electronic means will survive termination of this agreement.

All mailed communications will be deemed received 3 business days after the date of the mailing unless you actually receive it earlier or when received in

the case of a communication delivered by hand. All electronic communications that we provide to you will be deemed to be received by you once the electronic communication enters the information system designated for the receipt of electronic communications even if you do not access the electronic communication for any reason.

**This agreement incorporates all contact information relating to you that you have provided to us or authorized us to collect from third parties. You must inform us immediately if you change your place of residence, address or other contact information (such as postal, e-mail address, and telephone number) you have given to us.**

We are not responsible for any failure to receive any communication (including a statement) if we send it to the address or in accordance with other contact information for your account appearing in our records. You must inform us if you want an address or other contact information to apply to more than one account with us.

You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your account. You also agree to give us any additional information and support documentation that we reasonably request or as required by law.

### **CHANGING THIS AGREEMENT/ASSIGNMENT/ WAIVER/SEVERABILITY**

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

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

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

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

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

### **THE CARD REMAINS OUR PROPERTY**

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

If you or we revoke the Corporate Card or it expires, or if the Company's account is cancelled for any reason, you must cut the Corporate Card in half and return it to us. Also, if an establishment which honours the Corporate Card asks you to surrender an invalid, expired or revoked Corporate Card for return to us, you must do so.

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



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

### **LAW THAT APPLIES**

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This Agreement shall be governed by Ontario law.

### **LANGUAGE (FOR QUEBEC RESIDENTS ONLY)**

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In accordance with your application, you confirm that you wish the Agreement and all communication, including statements, notices and other documents from us and our affiliates to be in English until you otherwise advise us.

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

## OTHER IMPORTANT INFORMATION

### AMEX BANK OF CANADA COMPLAINT HANDLING PROCEDURES

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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. If your complaint requires more than 56 days to resolve or close, we will advise you of your right to escalate the complaint to our external complaints body, the Ombudsman for Banking Services and Investments, and how long the investigation may take, should you decide to leave your complaint with us. 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="https://amex.ca/complaints">amex.ca/complaints</a> for availability
Mail	Refer to the mailing address shown at the end of this booklet. Please make sure to address your letter to <b>Attn: Customer Service – Complaints.</b>

#### **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.

#### **Contact the Amex Bank of Canada Chief Complaints Office (“CCO”)**

If you are not satisfied with the response provided by the CRT, you can contact our CCO at the contact information below. The CCO will use the written response provided by the CRT and other details to determine if the bank followed its policies and procedures. The CCO will provide you with a written response detailing the outcome of the review and any recommendations.

The CCO does not provide legal advice and does not review complaints that are being pursued by other means including litigation and arbitration. By contacting

the CCO, you agree not to ask the CCO to produce files and records, to testify, or give evidence. You can contact our CCO as follows:

### **Amex Bank of Canada | Chief Complaints Office**

Phone 1-888-301-5312 (toll-free)  
1-866-529-1344 (TTY)  
1-855-683-3769 (fax)  
1-647-259-8770 (fax outside Canada/US)  
1-437-836-7400 (outside Canada/US, please call collect)

Mail Amex Bank of Canada  
P.O. Box 3204, Station "F"  
Toronto, Ontario, M1W 3W7  
Attn: Chief Complaints Office

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

### ***ELEVATING YOUR COMPLAINT OUTSIDE OF AMEX BANK OF CANADA***

#### **Ombudsman for Banking Services and Investments ("OBSI")**

If we have not resolved your complaint within 56 days, or you are not satisfied with the resolution offered by our CCO, 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: [obsi.ca](http://obsi.ca)  
e-mail: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

Mail Ombudsman for Banking Services and Investments  
20 Queen Street West  
Suite 2400, P. O. Box 8  
Toronto, Ontario, M5H 3R3

### **FINANCIAL CONSUMER AGENCY OF CANADA ("FCAC")**

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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:

#### **Financial Consumer Agency of Canada**

Phone 1-866-461-3222 (English, toll-free)  
1-866-461-2232 (French, toll-free)  
1-613-941-1436 (fax)

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

Mail Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Avenue West  
Ottawa, Ontario, K1R 1B9

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

## **COMMITMENTS AND CODES OF CONDUCT**

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

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

These are requirements under the Canadian Bank Act.

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

## **LOYALTY OR REWARDS PROGRAMS**

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If your Company has approved participation in the Membership Rewards<sup>®</sup> Program it is subject to its own separate terms and conditions (Membership Rewards Program Terms and Conditions). The Membership Rewards Program Terms and Conditions are separate and distinct from and in addition to this Agreement.

## **PRIVACY NOTICE**

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In this Notice, the words “we”, “our” and “us” mean Amex Bank of Canada (“Amex Bank”), its affiliates (including Amex Canada Inc., a provider of travel related services also referred to as American Express Travel Services), and their agents and service providers (acting on their behalf).

“Personal information” is any information which relates to an individual and allows that individual to be identified (“Information”). “Company” means the legal entity in whose name the account is opened and is whose name appears, in most instances, on the American Express Corporate Card.

## **CONSENT TO USE OF PERSONAL INFORMATION**

We collect, disclose, use and process Information: (1) to consider initiating and to initiate, maintain and develop our relationship with you in connection with our offering products and services generally, including helping us to understand the current and future needs of our customers and to otherwise analyze and manage our business; (2) to administer billing and accounting services and security measures in relation to your business with us; (3) to monitor your transactions; (4) to evaluate your credit standing; (5) to share and exchange reports and Information with credit reporting agencies, credit bureaus and/or any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship, and to use other third party databases (including registries and licensing authorities) or references provided by you to obtain or verify Information about your financial circumstances, your background or to identify you and detect fraud; we may verify name, address, phone number, email and other information; (6) as permitted by or to comply with legal and regulatory requirements; (7) to, unless prohibited at the Company’s request, promote and

market products and services offered by us or other well established companies, including by means of direct marketing, through ordinary mail, e-mail, telephone or other available communication channels; (8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to share and exchange with such third party suppliers, and their agents and service providers, any Information reasonably required for the provision of the service or benefit including sharing and exchanging with such suppliers or participants in any applicable loyalty or reward programs, and their affiliates and agents, any Information reasonably required for any such loyalty or reward program; (9) to share or exchange with the Company, and its parent or affiliates and their respective service providers or agents, including, at the request of the Company, to process, consolidate and transmit Information to the Company's third party service provider for the purposes of preparing reports, analysis and other such services to be made available to the Company by such third party service provider; (10) to, if you participate in a recurring or automatic billing program with any business or supplier, share or exchange with the applicable business or supplier for the reasonably required purposes of your participation in such programs; and (11) if provided, your Social Insurance Number will be used to match credit bureau/reporting agency Information, to help ensure the accuracy of the Information collected and reported. Our customer service e-mail, text message and other electronic communications with you may include account alerts, statement, collection and other notices. You agree that we may monitor and record any of your telephone calls with us for the purposes of servicing accuracy, quality assurance and training. We may use Information in our records for as long as it is needed for the purposes described above even after our relationship with you has ended.

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

**You may at any time refuse or withdraw your consent under (7) completely or you may select from any partial consent options we may make available by calling 1-800-716-6661 or 905-474-9329.**

Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit Information we may provide you when you contact us.

## **NATURE OF INFORMATION COLLECTED**

The Information we collect from time to time may include: (1) Information to identify you such as name, date of birth, contact information, driver's license or other identification, and your background (for example, occupation) as required by law; (2) Financial Information such as income, assets, payment history and credit worthiness; (3) Information for the provision of products and services (for example, language, travel, lifestyle and other preferences) and (4) Information relating to transactions arising from your relationship with or through us (depending on the product or service, this may include purchase details, details about how you make payments to us or use our products to make payments to others).

We collect Information from various sources including from you directly through applications, correspondence or other communications, through the products and services you use online and offline, from others with your consent such as credit reporting agencies and other lenders, third party databases (including registries, licensing authorities, identification services, telecom providers), references

provided by you or other permitted sources.

In certain appropriate circumstances, we or others providing services through us may ask for health Information for specific services (such as insurance) or requests. This type of Information will not be used for any purpose other than to address the specific service or request. We will not request or use health Information to assess a credit application.

We will review and analyze Information in various ways. For example, we monitor transactions using proprietary techniques to help identify transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective. This involves our understanding you and your ordinary use of our products and services in order to identify unusual activity. It also includes assessing Information in relation to Information from other sources including our own records to detect suspicious patterns or connections.

When we promote and market to you products and services offered by us or other well established companies (“promotions”), each promotion is carefully developed to ensure that it meets our standards. We try to make sure these promotions reach only those customers most likely to take advantage of them. To do this, we develop lists for use by us based on Information you have provided us on your applications, in surveys and other communications, Information derived from how you use our products that may indicate purchasing preferences and lifestyle, as well as Information available from external sources including consumer reports. We may also use that Information, along with non-credit Information from external sources, to develop lists that are used by us. The lists used to send you promotions are developed under strict conditions designed to safeguard the privacy of customer information.

## **YOUR CONSENT RIGHTS**

Except in the limited circumstances where our use of Information is permitted or required by law, before using your Information for any new purposes we will explain them to you and seek your consent. Subject to legal and contractual restrictions, you can withdraw your consent to our use of your Information at any time with reasonable notice. For example, as described above you may choose not to receive marketing offers or other promotional materials. If you refuse or withdraw your consent for any purpose that is necessary for us to fulfill our product or service contract with you, we will not be able to provide you, or continue to provide you, with the product or service. In some cases, certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit or charge product from us, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. This is necessary to support and maintain the integrity of the credit granting process. Similarly, you cannot withdraw your consent on matters that are essential to the management of our businesses, including the disclosure of Information when we assign our rights to others such as for the sale or collection of debts.

## **WE PROVIDE FILE ACCESS**

Customers have access to Information that is reasonably available and retrievable in the ordinary course of business. Upon your written specific request, we will disclose to customers Information about them that is entered in our records, and customers may correct Information that is inaccurate or incomplete. 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 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. It should be noted that we do not record in customers’ individual files when Information was disclosed to third parties for routine purposes such as cheque printing, data processing, storage and

regular updating of credit information to credit bureaus. If we are informed and it is determined that a customer's Information in our files is inaccurate, we will correct it. Customers may access their Information by writing to: Compliance Department, Protection of Personal Information at our head office at 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 do not grant you access, we will provide you with written reasons.

## **PRIVACY CODE**

To obtain more information about our policies and procedures in protecting your privacy, you can visit our website at [amex.ca/privacy](http://amex.ca/privacy) or call us at 1-800-716-6661 to request a copy of our Privacy Code. Our Privacy Code includes additional illustrative descriptions and examples to help you understand the nature of the information we collect and how it relates to many of the purposes in this Notice; our approach to processing and storage of information outside of Canada; and additional details about your consent rights.

Our Online Privacy Statement describes how we collect, use and disclose Information online including through websites, mobile applications and other online communications and content.

# American Express® Cardmember Service

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

## Telephone numbers

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For American Express® Corporate Card:

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

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

For American Express Corporate Platinum Card®:

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

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

## Address

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Amex Bank of Canada

P.O. Box 3204, Station "F"

Toronto, Ontario, M1W 3W7

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



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