

TERMS AND CONDITIONS AND PRIVACY

TERMS AND CONDITIONS

You, as the basic applicant, and the company request Amex Bank of Canada (we, our, us) to issue a card or cards (cards) in your name by mail (or by courier) to the address you provided us or we will notify you of a location.

“Company” means the business named on the application.

We will provide you with a Cardmember Agreement (agreement), if your application is approved. If you sign, use or accept the cards, it means you accept the agreement. If you do not want to accept the agreement, you must return the cards. The place your agreement will be formed is the primary address in our records that you provided. The date of your agreement is the date you sign or activate the card or use the account. This application incorporates all contact information relating to you that you have provided to us or authorized us to collect from third parties. Unless you cancel the account, we may send replacement cards.

You, as the basic Cardmember, and the company agree to be jointly and severally (or in Quebec, solidarily) liable for all charges to the account. This includes charges made by a supplementary Cardmember, who is an authorized user of the account, but is not liable for any charges and is not entering into a credit agreement with us.

You agree that your account will be used to pay for goods or services of merchants. If we permit, it may also be used to write cheques, transfer balances, obtain funds advances or otherwise. See your agreement for greater detail.

You certify that

1. all information on the application and all future information you provide will be true and complete,
2. you are of the age of majority, and
3. you are not bankrupt or insolvent or subject to any similar credit actions.

Your application is subject to approval and legal requirements to identify you using identification methods that we select.

You acknowledge that this agreement is being entered into for business purposes and that you have only provided us with business contact information.

Cancellation Rights

You may cancel your account for any reason within 14 business days after you receive your card 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 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 by phoning or by writing to us and including your name, card number and contact information.

Amex Bank of Canada Complaint Handling Procedures

For Amex Bank of Canada's Complaint Handling Procedures, please visit amex.ca/complaints.

For current information or questions about the terms and conditions of the agreement please call 1-800-869-3016, 24 hours a day, 7 days a week or visit our website at amex.ca.

Language/Langue (Quebec only/pour le Québec seulement) – Unless otherwise indicated on this application, you have requested that this form, related documents and all communications be in English. À moins d'indication contraire précisée dans la présente demande, vous demandez que le présent formulaire et tous les documents et communications connexes soient rédigés en anglais.

Rewards

You acknowledge that

- i. the Marriott Bonvoy™ program or any successor thereto ("program") operated on or behalf of Marriott International, Inc., its affiliates, or its agents (collectively Marriott) and we are not responsible for the program or any changes made to it;
- ii. eligibility for Marriott Bonvoy points and rewards is subject to the terms and conditions of the program;
- iii. the program and the arrangement we have with Marriott for the issue of points and rewards may be changed or terminated at any time. It is your responsibility to check directly with Marriott for any pending changes or updates to the program;

- iv. if you are not approved for a Card, you can apply separately to join the program;
- v. points issued through use of a Supplementary Card will only be credited to the designated program account with Marriott; and
- vi. points may not be issued or may be deducted if you have a Missed Payment and may only be reinstated if we permit; reinstatements are subject to the fee set out in the information box for each billing period for which we reinstate points.

Our address is 2225 Sheppard Avenue East, Suite 100, Toronto, ON M2J 5C2.

The consumer banking regulator is the Financial Consumer Agency of Canada located at 6th Floor, Enterprise Building 427 Laurier Ave. West, Ottawa, ON K1R 1B9. 1-866-461-FCAC (3222) for services in English, 1-866-461-ACFC (2232) for services in French, canada.ca/en/financial-consumer-agency.html.

Commitment

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.

PRIVACY NOTICE

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

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 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;
- (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. with the Basic Applicant's name and billing address and if provided, the Marriott Bonvoy program ("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.

If approved for a new card, the email address used will be opted in for marketing communications for all of your accounts. You can update your marketing preferences online or by calling in at any time. If you do not wish for the marketing preferences to change for your existing accounts, please provide a different email address.

You agree that we may monitor and record any of your telephone calls with us for 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.

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

You consent to our collection, disclosure, use and processing of Information 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.**

You may at any time refuse or withdraw your consent under (7) or you may change your preferences in the future through your online account or by calling us. Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit information we may provide you when you contact us.

Nature of Information Collected

The Information we collect from time to time may include:

- (1) Information to identify you such as name, date of birth, contact information, driver's license or other identification, and your background (for example, occupation) as required by law;
- (2) Financial Information such as income, assets, payment history and credit worthiness;
- (3) Information for the provision of products and services (for example, language, travel, lifestyle and other preferences).

We monitor transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective.

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; or
- 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 Bank, 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 Bank) and transaction particulars (such as merchants and whether your Card is present or not) to help us detect fraud. These methods are tested to ensure that they remain fair and effective.

Privacy Code

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

If your application is approved, a copy of our Privacy Code will be sent with your Cardmember Agreement.

Our Privacy Code includes additional illustrative descriptions and examples to help you understand the nature of the information we collect and how it relates to many of the purposes in this Notice; how to file a complaint or request access, correction and disposal of your Information held by us; our approach to processing and storage of information outside of Canada or your province; 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.

Disclosure, terms and conditions and other information is current as of today's date and is subject to change.

Business Information Consent

You (the basic applicant), on behalf of the company, authorize and consent

1. to the sharing and exchange of credit and other information by us (as defined in the above Privacy Notice) with credit reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise with whom the company has or proposes to have a financial relationship, and
2. 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 Program Provisions

The terms and conditions of the Marriott Bonvoy program and Privacy Statement are available at marriottbonvoy.com/terms. To update your information, modify your communication preferences or if you do not want to receive marketing communications please call Marriott at 1-800-228-2100.