TERMS AND CONDITIONS

TERMS AND CONDITIONS

You, as the basic applicant, request Amex Bank of Canada (we, our, us) to open an American Express® Card account in your name and issue a Card or Cards (Cards).

We will provide you with a Cardmember Agreement (agreement) electronically during the application process. If you use or accept the Card, it means you accept the agreement. If you do not want to accept the agreement, you must return the Card. 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 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 consent to electronic delivery of your agreement, certificate(s) of insurance, and any applicable loyalty program terms and confirm you have reviewed, saved, or printed them. We reserve the right to provide these documents in paper format.

You agree to be liable for all charges to the account as the basic Cardmember. 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

- all information on the application and all future information you provide will be true and complete,
- you are of the age of majority, and
- 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.

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.

Language/Langue (Quebec only/pour le Québec seulement) – If you are a resident of Quebec, by proceeding with the current application in English, you acknowledge that you have had the opportunity to review and use the French version of this application, and should you continue and apply for the Card, the French version of the agreement as well. Unless otherwise indicated on this application, you have requested that this form, related documents and all communications be in English. Si vous résidez au Québec et que vous présentez votre demande en anglais, vous reconnaissez que vous avez pu en lire et auriez pu en utiliser la version française et, si vous poursuivez et demandez la Carte, que vous avez également pu lire et auriez pu utiliser la version française de l'entente. 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 Aeroplan®* program ("Program") is operated by Aeroplan Inc. ("Aeroplan") which is solely responsible for the Program;

ii. you will be issued an Aeroplan number if you are not already enrolled in the Program;

iii. eligibility for Aeroplan points and rewards is subject to the Aeroplan Terms and Conditions;

iv. during this application you must read and consent to the Aeroplan Terms and Conditions and Aeroplan Privacy Policy;

v. you and any eligible Supplementary Cardmember will only have access to Air Canada benefits if your Aeroplan account is linked to your Card account;

vi. No Fee Supplementary Cardmembers will not have access to Air Canada benefits;

vii. the Program and the arrangement we have with Aeroplan for the issue of Aeroplan points may be changed or terminated at any time;

viii. Aeroplan points issued through use of a Supplementary Card will only be credited to the Aeroplan account designated on this application; and

ix. Aeroplan 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 Aeroplan points.

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

For the **American Express® Aeroplan®* Card**

- 2 Aeroplan points for every $1 of eligible Air Canada purchases charged to your Card account
- 1.5 Aeroplan points for every $1 of eligible dining and food delivery purchases in Canada
- 1 Aeroplan point for every $1 of other Card purchases

For the **American Express® Aeroplan®* Reserve Card**

- 3 Aeroplan points for every $1 of eligible Air Canada purchases charged to your Card account
- 2 Aeroplan points for every $1 of eligible dining and food delivery purchases in Canada
- 1.25 Aeroplan points for every $1 of other Card purchases

Eligible Air Canada purchases means only those Air Canada purchases made directly with Air Canada as the merchant. It also includes Air Canada Vacations packages purchased directly from Air Canada. However, not every Air Canada purchase is eligible. The earn rate is 1 or 1.25 (depending on the Card product) Aeroplan points for every $1 in Card purchases (and not 2 or 3 Aeroplan points) if the Air Canada purchase is not made directly with Air Canada. This may happen if you make an Air Canada purchase using your Card at another merchant or service provider that sells Air Canada goods or services. For example, purchasing (i) Air Canada tickets from an online website other than Air Canada, through a travel agent including American Express Travel Services, or as part of a vacation package from another merchant, (ii) Air Canada gift cards, or (iii) Air Canada Maple Leaf Club memberships.

If you make a purchase through Air Canada with another merchant such as a hotel or car rental booking on the aircanada.com website, it is not an Air Canada purchase and the earn rate is 1 or 1.25 (depending on the Card product) Aeroplan points for every $1 in Card purchases (and not 2 or 3 Aeroplan points).

Eligible restaurant, quick service restaurant, coffee shop and drinking establishment

purchases means purchases at American Express merchants in Canada that are stand-alone restaurants, quick service restaurants, coffee shops and drinking establishments as categorized on American Express systems. This does not include purchases for dining within a retail store, hotel or other merchants that are not categorized as a restaurant. Exclusions also include purchases at alcohol retailers and grocery stores.

Food delivery service purchases means purchases at American Express merchants in Canada whose primary business is the delivery of food as categorized on American Express systems but excluding merchants that sell general merchandise and also provide food delivery services. Exclusions also include purchases at grocery stores, grocery delivery and meal kit delivery including subscriptions.

Bonus earn rates including Air Canada, restaurant and food delivery service purchases will not apply, or you will not earn extra points, if a merchant category for a purchase is not identified. This may happen when the transaction information we receive does not come directly from the merchant, for example, when the purchase is made:

- using your payment account with a third party,
- using your Card at an online retailer that sells goods and services of other merchants, or
- if the merchant uses a third-party payment service, (such as), e.g. a card reader attached to a mobile phone.

Provided your account is in good standing, Aeroplan 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 Aeroplan 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.

SPECIAL AEROPLAN PROVISIONS

The Aeroplan program is operated by Aeroplan Inc. ("Aeroplan") and, is subject to separate terms and conditions from Aeroplan. Aeroplan is solely responsible for the Aeroplan program. We do not operate the Aeroplan program and we do not redeem Aeroplan points. Please ensure that you review our enclosed terms and conditions regarding earning Aeroplan points through purchases charged to your Card. The use by Aeroplan and Air Canada of Information (as defined below) in accordance with their privacy policies is not our responsibility. For details of how Aeroplan and Air Canada collect, use or disclose your Information and your privacy choices please see the Aeroplan Terms and Conditions and Aeroplan and Air Canada Privacy Policies section below.

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

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

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

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").

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.

A copy of our Privacy Code will be included 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.