

properly access the Service and in accordance with all applicable laws and our requirements.

All telecommunications and other charges incurred by you in gaining access to the Service are your sole responsibility. Technical and security requirements may change from time to time. We are not responsible for any misuse of the Service by you or anyone else and you must maintain the security of your My Account User ID and Password. If the Service is not available within your geographical location, you agree that your sole remedies are not to enroll in the Service or to terminate the Service. You agree not to use the Service for any illegal or abusive purpose or in any way which damages, interferes with or disrupts the Service or any property of ours or a third party. You agree to immediately notify us of any use of the Service that is illegal, unauthorized, fraudulent or prohibited by this Agreement.

To the extent permitted by applicable law, we shall not be liable to you, or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever arising from or in connection with this Agreement and the Service (whether in contract, tort, strict liability, products liability or otherwise), including without limitation, lost revenues, loss of profits, loss or interruption of business or other economic loss and even if we have been notified of the possibility of such damages. We have made no warranty of merchantability, fitness for a particular purpose or non-infringement regarding the Service and we make no warranty that the Service will meet your requirements, be uninterrupted, timely or error free. Any use of the Service and any material or data downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damages including without limitation to your computer or data. You agree that your sole remedy is to terminate the Service. This paragraph will survive termination of this Agreement.

## Electronic Communications Terms and Conditions for Commercial Cards



®

®: Used by Amex Bank of Canada under license from American Express.

4202 (07/09)

10035815



®

In this Agreement: "Agreement" means this Electronic Communications Terms and Conditions; "we" "us" "our" and "Amex Bank" means Amex Bank of Canada and its successors and assigns; "you", "your" and "yours" means the Corporate Cardmember or billing statement recipient; "Service" means the online or electronic services that we offer to provide Communications; "Account" means the commercial card account(s) that you or your organization have indicated when enrolling in the Service, successor, additional or replacement card accounts, or another eligible account (as applicable); "Amex Agreement" means the agreement between Amex Bank and the Corporate Cardmember or other agreement in respect of an Account, as applicable; "Communications" means billing statements, rewards summary (if applicable), and may include other Account notices, legal disclosures and amendments of the Amex Agreement.

**By indicating that you have read and agreed to this Agreement, by registering for the Service or if we have or if your organization has enrolled you in the Service (if applicable), you authorize, agree, acknowledge and consent as follows:** You have received, read and agreed to the terms of this Agreement; all information that you have provided is accurate and complete; you are the Corporate Cardmember on the card Account(s) or billing statement recipient for another Account that is eligible for the Service; **you will promptly inform us of any change in the information provided including your email address if you have provided us with an email address;** and you would like to receive special email offers and updates from us if you have selected this option or otherwise consented (if applicable) when you enrolled for the Service. This Agreement is a supplement to and in addition to your Amex Agreement with us. This Agreement does not apply to American Express Consumer Cards or American Express Corporate Cards for Small Business.

Once enrolled in the online-only electronic statement option for the Service, we will send you notification indicating that Communications can be accessed through the My Account service available at [www.americanexpress.ca/myaccountlogin](http://www.americanexpress.ca/myaccountlogin) or at such other website or electronic communication channel that we notify you from time to time. If you enroll in the online-only electronic statement option for the Service, the Communications will replace printed billing statements and rewards statements (if applicable) but certain other Account notices, legal disclosures and amendments of the Amex Agreement, cheques and certain vouchers may be sent by mail unless and until we change our policy at our sole discretion.

Your consent and this Agreement will be considered your continuing agreement that we may provide legal disclosures to you by electronic means in respect of any of our products and services from time to time and all such Communications will be considered to have been provided in writing. You agree to access your statement electronically and to access any legal notices, disclosures and other Communications that we may provide electronically. If you enroll to receive email notifications, the email notification will inform you that the Communication is ready for access through the online My Account service using your My Account User ID and Password or at the website indicated in the email notification. Your agreement that we may provide legal disclosures to you by electronic means will survive termination of this Agreement.

You agree that we may send Communications by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a statement or other notice, or any combination of these or other means and you agree that it is your responsibility

to access all such Communications. Unless otherwise provided by applicable law, all electronic Communications that we provide including your statement will be deemed to be received by you on the day that we post the electronic Communication even if you do not access the electronic Communication for any reason. You agree that at our sole discretion we may treat any termination of this Agreement or cancellation of the Service as a temporary suspension of this Agreement and the Service and permit you to reinstate this Agreement and the Service by advising us orally or in another form that we may require. You agree not to dispute any electronic Communication on the basis that it was not in writing or was not signed.

We reserve the right to send printed Communications to you by mail for a particular Account or for certain Communications or otherwise at our sole discretion from time to time. Therefore, you agree to promptly notify us of any change to your mailing address even if we generally communicate with you electronically. However, if you have enrolled in the online-only electronic statement option, the Service will generally replace printed billing statements and other Communications sent by mail beginning as early as the next billing cycle after enrollment.

We are not responsible if you do not receive email notifications due to your failure to provide your email address or your email address changing or being invalid or due to systems failures, interruptions in communications systems, your email settings or any other reasons. If necessary, it is your sole responsibility to adjust your email service settings and any anti-spam filters so that you will receive our email notifications. Failure to receive an email notification or an inability to access the My Account service or your electronic statement or another Communication for any reason does not constitute an exception to your obligation to pay your Account balance on time as required by your Amex Agreement and you will still be bound by our statements and other Communications. If necessary, you agree to login to the My Account service or contact us at least monthly by telephone to determine your required payment. It is your responsibility to make payment arrangement.

**Billing statements and other Communications (but not necessarily marketing materials) will generally be posted online for a minimum period of sixty (60) days.** We are not responsible to store statements and other Communications for a longer period even if we have previously stored or archived data or made such data available to you for a longer period at our sole discretion. **It is your sole responsibility to promptly access statements and other Communications, print and/or save them and respond to them in a timely manner as required.** Replacement printed copies of statements or other Communications may be subject to applicable fees.

We may cancel, change or suspend this Agreement or the Service at any time by providing you with notice and we may cancel, change or suspend this Agreement or the Service without notice if we consider you to be in default under the terms of this Agreement or the Amex Agreement or in the event of technical or security difficulties with the Service. If the Account is cancelled, the Service will also be cancelled. If the Account is replaced, it is your responsibility to re-enroll in the Service. However, in the case of a renewal card with the same Account number, the Service will continue to be provided automatically. There may also be other circumstances in which you will have to re-enroll in the Service.

You are solely responsible for obtaining and maintaining your own compatible computer system, software, and communications lines required by you to