

Electronic Payment Program Agreement

The Electronic Payment Form or confirmation (the "Form") and this Electronic Payment Program Agreement together constitute the Agreement. You acknowledge and agree that you have received a copy, read, understood and agreed to the terms of this Electronic Payment Program Agreement. In this Agreement: "we", "us", "our" and "Amex Bank" means Amex Bank of Canada and its successors and assigns; "you", "your" and "yours" means each holder of the Deposit Account and the Basic Cardmember, Corporate Cardmember or customer, as applicable; "Amex Account" means the Basic Cardmember's card account(s) indicated on the Form or shown within Online Services, any supplementary card(s) associated with a Basic Cardmember's or Corporate Cardmember's card account(s), successor, additional or replacement card accounts, or another account that we permit; "Amex Account Agreement" means the Amex Bank – Cardmember Agreement or other agreement in respect of an Amex Account, as applicable; "Deposit Account" means the Canadian Dollar deposit account or such successor, replacement or other deposit account as you select and we permit; "Deposit Institution" means the financial institution that provides the Deposit Account; "Rules" means the applicable rules of the Canadian Payments Association; and "Business Payment" means a pre-authorized payment drawn for the payment of goods or services related to your business or commercial activity. "Statement" means the billing statement for the Amex Account.

By enrolling in these services, you authorize, agree and acknowledge as follows:

You acknowledge that this Agreement is being entered into for our benefit and for the benefit of the Deposit Institution, and is being entered into in consideration of the Deposit Institution agreeing to process pre-authorized payments drawn on the Deposit Account in accordance with the Rules. You warrant and guarantee to us on a continuing basis that you have authority in respect of the Deposit Account, can bind all holder(s) of the Deposit Account and you will immediately inform us of any change in the information provided to us.

You authorize us to debit the Deposit Account for all amounts owed to us from time to time under the Amex Account Agreement including each monthly payment owing in respect of the Amex Account in accordance with the instructions on the Form (for example, through the Pre-authorized Payment Plan) or as you subsequently advise us and we permit. Unless we inform you otherwise, payment of the minimum payment or statement balance as indicated on each Statement will not be reduced by the amount of any payments, returns or other credits to the Amex Account after the Closing Date shown on the billing statement. You authorize us to debit the Deposit Account for fixed or variable amounts recurring at set intervals or sporadic frequency. We will obtain your authorization in the case of any sporadic debits (for example, through our Pay by Phone, Pay by Voice Response or Pay by Online Services using the Payment Centre on our website). If the Amex Account is an American Express Card, you (the Basic Cardmember) agree to provide this Agreement and all notifications related to this Agreement to all Supplementary Cardmembers, if applicable.

It is your responsibility to make payment arrangements, unless you are enrolled in the Electronic Payment Program and your Statement indicates that we will request payment from the Deposit Account. Subject to this Agreement and availability of the services, with Pay by Phone, Pay by Voice Response or Pay by Online Services you can request a same day payment prior to 8 p.m. Eastern Time or schedule a future payment from your Canadian dollar deposit account. However, your first payment can only be scheduled 3 calendar days after enrolment. We reserve the right without notice to restrict or cancel availability of the Electronic Payment Program and limit the number or frequency of payments, restrict scheduling a future payment within a certain time period or if the account is past due. For example, we may not permit a requested same day payment and an additional future scheduled payment within 48 hours thereafter, we may only permit a payment to be scheduled within 25 days following the date the payment is scheduled (for Pay by Phone and Pay by Voice Response) and for Pay by Online Services, we may not permit a future payment to be scheduled after your next payment due date or may only permit a payment to be scheduled within 28 days after the date of your most recent statement in the case of a Corporate Card. However, it is your responsibility to make your payment by the applicable due date or as required for your account. We may restrict or cancel availability of the services as a result of any previous returned payment. The Deposit Account may not be debited until a subsequent business day. Your Deposit Institution determines when to debit the Deposit Account. If the Amex Account is a personal account product offered by us, then this Agreement will be considered an agreement for personal purposes under the Rules. If the Amex Account is a business account product offered by us, then this Agreement will be considered an agreement for business purposes under the Rules and each payment will be considered a Business Payment.

It is your responsibility to ensure that sufficient funds are available in the Deposit Account for any payment. Although we may credit your Amex Account for a payment, it may not appear on your Online Services summary of account until a subsequent day and the payment remains subject to clearing through the Deposit Institution. We will reverse the payment to your Amex Account if it is returned or dishonoured for any reason. You agree that we may debit the Deposit Account on the payment due date as set out in and described in your Statement and that this date has been set prior to the next Statement date in the case of charge cards. You agree that we may charge the Amex Account and debit the Deposit Account (in accordance with the Rules) the amount as set out in the Cardmember Agreement, Disclosure Statement, information box, other disclosure, notice and/or amendment in respect of each payment attempt that we make and that is returned, not honoured immediately for its full amount, refused or otherwise fails for any reason. You authorize us to represent to the Deposit Institution and debit the Deposit Account for payments that were previously dishonoured without further notice to you. We may also consider your Amex Account to be in default under the terms of the Amex Account Agreement in the event of any such failure of a payment.

You authorize us to make deposits to the Deposit Account in respect of Amex Account credit balances or such other amounts that we determine at our sole option and discretion.

You may cancel the payment authorization in this Agreement or make certain changes that we may permit by giving us at least 2 calendar days prior notice or such other period of time up to 30 days that we may require. The cancellation or permitted change may be effective for a pending payment or may not be effective until a subsequent billing period. If we permit you to cancel a pending payment, you understand and agree that it will be your responsibility to make payment arrangements even if your Statement indicates that we will request payment from the Deposit Account. Your notice of cancellation to us may be in writing or may be given orally, but only if we determine that we are able to verify your identity. For some changes, we may require that you provide us with instructions in the form that we may require. For example, to cancel certain pending payments made using Pay by Phone or Pay by Voice Response, you may be required to phone us. You may also obtain a sample cancellation form or further information on your right to cancel from the Deposit Institution or at www.cdnpay.ca. You cannot temporarily suspend the operation of this Agreement unless we permit you to do so at our discretion. You agree that at our discretion we may treat any cancellation of this Agreement or revocation of your authorization as a temporary suspension of this Agreement and permit you to reinstate this Agreement by advising us orally or in another form that we may require. We reserve the right to limit the number, frequency and nature of changes that you may make. Cancellation of this Agreement does not terminate the Amex Account Agreement or any other agreements or relieve you of any obligation to pay all amounts owing to us by a method of payment that is acceptable to us. This Agreement applies only to the method of payment and does not otherwise affect your obligations to us.

We may cancel, change or suspend this Agreement at any time by providing you with notice and we may cancel or suspend this Agreement without notice if we consider you to be in default under the terms of the Amex Account Agreement or if one or more payments fail for any reason. However, unless you or we cancel this Agreement, the termination of the Amex Account Agreement will not terminate this Agreement. If your card or a supplementary card is renewed or replaced, this Agreement will automatically continue to apply to the new card. We will make changes without notice to you as required by the Deposit Institution or in accordance with the Rules.

You acknowledge that providing and delivering the authorization in this Agreement to us constitutes delivery by you to the Deposit Institution. You acknowledge that the Deposit Institution is not required to verify that each payment submitted by us has been issued in accordance with this Agreement, including, but not limited to, the amount, or that the purpose of payment for which the payment was submitted has been fulfilled by us as a condition of honouring the payment.

You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact the Deposit Institution or visit www.cdnpay.ca. You consent to the collection of any personal information that may be contained on the Form and in our records and to the disclosure of such personal information to the Deposit Institution and the financial institution at which we maintain the account to be credited in order to process payments and as necessary for the proper application of the Rules. We may provide you with communications about the services by email, within Online Services or other electronic method. For example, we may send confirmation of enrolment, cancellation, suspension or changes to the services by email or within Online Services.

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 including without limitation a pre-authorized payment or a debit from a Deposit 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. This provision shall survive termination of this Agreement. You are solely responsible for obtaining and maintaining your own compatible computer system, software, and communications lines which may be required by you to properly access these services and in accordance with all applicable laws and our requirements. Any telecommunications and other charges incurred by you in gaining access to these services are your sole responsibility. Technical and security requirements may change from time to time. We are not responsible for any misuse of these services by you or anyone else and you must maintain the security of your Online Services User ID and Password. If these services are not available within your geographical location, you agree that your sole remedies are not to enroll in or to terminate using these services. You agree not to use these services for any illegal or abusive purpose or in any way which damages, interferes with or disrupts these service or any property of ours or a third party. You agree to immediately notify us of any use of these services that is illegal, unauthorized, fraudulent or prohibited by this Agreement. We have made no warranty of merchantability, fitness for a particular purpose or non-infringement regarding these services and we make no warranty that these services will meet your requirements, be uninterrupted, timely or error free. Any use of these services is done at your own risk and you are solely responsible for any damages including without limitation to your computer or data or in the event that you are unable to make a payment, a payment is late or we do not receive your payment. For example, but without limitation, we are not responsible and will have no liability if Pay by Phone, Pay by Voice Response or Pay by Online Services is unavailable when you request or attempt to make a payment.

