

AMERICAN EXPRESS®
TERMS AND CONDITIONS
TRAVEL CARD



INDEX

1. Account set-up	3
2. Use of Cards and Accounts	4
3. Prohibited Uses	6
4. Liability for Charges	6
5. Account Limits	7
6. Charge Approval	7
7. Fees and other Charges	8
8. Statements and Queries	8
9. Disputes with Merchants	9
10. Management Information Reports	9
11. Unauthorised Charges, Misuse of a Travel Card, Queries	9
12. Liability for Unauthorised Charges	10
13. Suspension of Cards and Accounts	10
14. Charges in a Foreign Currency	11
15. Payment	12
16. Insurance	13
17. Confidentiality	13
18. Data Protection	14
19. Communications with You and the Programme Administrator	16
20. Your Representations, Warranties and Undertakings	17
21. Limitation of Our Liability	17
22. Cancellation and Termination	18
23. Set-Off	19
24. No Waiver	19
25. Severability	19
26. Transfer of Claims	20
27. Assignment	20
28. Rights of Third Parties	21
29. Changes to this Agreement	21
30. Use of Corporate Opt-out	21
31. Applicable Law and Jurisdiction	21
32. Taxes, Duties and Exchange Control	22
33. Miscellaneous	22
Definitions	23

This document sets out the terms and conditions for the American Express® Travel Card to our corporate customers in Belgium and Luxemburg.

This agreement (hereafter Agreement) is open ended, it has no fixed duration and will continue until You or We end it under the conditions as set forth in clause 22 Cancellation and Termination

1. Account set-up

- a. Following approval of the Travel Card Application Form(s) duly & fully completed and signed by You, we will set up and operate a Travel Card in your company's name. The Travel Card is a virtual Card (no plastic is issued).
- b. We may:
 - i) contact credit reference agencies which may conduct credit checks on You. Credit reference agencies may retain records of any credit checks. These may be used by us in making credit decisions about You or for preventing fraud or tracing debtors or to assess financial risk with respect to the Travel Card;
 - ii) require You to provide us with copies of financial and other information about your business (for example annual financial statements and balance sheets) that we reasonably require to assess your creditworthiness and our financial risk setting up a Travel Card in your name and comply with applicable law. We may use and share this information with our Affiliates to the extent necessary to operate the Travel Card;
 - iii) require You to provide us with additional information and support documentation relevant to the Travel Card or as required by applicable law;
 - iv) require You to provide us with security such as a parent company guarantee or bank guarantee in order to establish or continue providing a Travel Card;
 - v) decline to open a Travel Card at our discretion, for example due to failed identification in accordance with money laundering regulations or failure in an assessment of creditworthiness;
 - vi) analyse information about Account Users and Charges for the purpose of authorising Charges and preventing fraud;
 - vii) change any Application Forms or Account opening procedures at any time including additional or different procedures for internet based applications in accordance with clause 29.

2. Use of Cards and Accounts

- a. You are responsible for selecting Account Users and must ensure that the Travel Card is used only at the Travel Agency, as designated on the Travel Card Application Form, in accordance with this Agreement. You are liable for all use or misuse of such Travel Cards by Account Users, Programme Administrators, employees or other persons with actual or ostensible authority to make or initiate a Travel Card transaction for purchases on your behalf, including any breach of the terms of the Agreement.
- b. Each Programme Administrator must be authorised by You and be able to carry out all terms of this Agreement applicable to the Travel Card. We reserve the right at our sole discretion to terminate any Programme Administrator's authority. You must ensure that the Travel Card is only used for your business purposes and that You instruct Account Users accordingly. We are not responsible for ensuring compliance with your instructions or policies and procedures for the use of the Travel Card or purchases made with it. However, in the event a conflict arises between Your policies and Ours, Ours will take precedence.
- c. You must immediately inform the Travel Agency of any revocation of authority granted to a Programme Administrator and/or Account User for use of the Travel Card, and work together with the Travel Agency to ensure that former Programme Administrators and/or Account Users no longer have the ability to make Charges.
- d. Travel Cards may only be used by Account Users to pay for Travel Arrangements made with the Travel Agency. Charges on a Travel Card must not be incurred with any other travel agent, travel management company or other provider of travel booking services including any reservation site accepting American Express Cards. If such Charges are incurred, You will still be liable for the Charges, subject to the "Liability for Unauthorised Charges" section of this Agreement (clause 12).
- e. We reserve the right to refuse any transactions. We have the right to inform the Travel Agency about the cancellation and/or suspension of the Travel Card.
- f. You must provide the Travel Card number to the Travel Agency to pay for Travel Arrangements.
- g. When an Account User books Travel Arrangements on a Travel Card with a Travel Agency, You shall be deemed to agree that the Travel Card will be debited for payment and to authorise the Charge.
- h. You must take precautions to ensure that Account details, Security Information and Codes are kept safe and confidential by persons authorised to use them and take reasonable measures to prevent any other person accessing or using the Account details, Security Information and Codes and instruct Account Users to do so. You must implement reasonable controls, measures and functionalities to assist in preventing or controlling misuse of the Travel Card. This includes but is not limited to, adopting and enforcing policies and procedures to limit and control the use of the Travel Card details. You must also regularly monitor use of the Travel Card.
- i. Examples of reasonable controls, measures and functionalities to prevent and control misuse of Travel Cards include but are not limited to:
 - i) providing to a Travel Agency in writing an updated list of Account Users whose Travel Arrangements are approved for charging on the Travel Card within clearly defined parameters, which list may be amended immediately upon notice to the Travel Agency;
 - ii) providing to a Travel Agency clearly defined pre-approval of a booking on Travel Card in writing;
 - iii) ensuring that user-IDs and passwords for online tools for booking Travel Arrangements are provided only to Account Users whose Travel Arrangements are approved or pre-approved for booking on the Travel Card which is accessed by such user-ID and password and that technical parameters for the use of such user-IDs and passwords are set in a manner that ensure that only Travel Arrangements which are approved or pre-approved, may be booked on such Travel Card;
 - iv) establishing limits on maximum transaction amounts;
 - v) making arrangements for immediate deletion of any user accounts established by the Travel Agency for the purpose of using the Travel Card to make reservations, as soon as the right to charge the Travel Card has been revoked.
- j. You must not use a Travel Card to obtain cash.
- k. When a Programme Administrator is no longer authorized by You to use the Travel Card for any reason, You must inform us immediately in writing of the actual or expected date of the event and of the contact details of the new Programme Administrator.
- l. If the full exact amount of the transaction is not specified at the time You or an Account User authorises the Charge, You will remain liable for the full amount of the resulting Charge.

3. Prohibited Uses

You must ensure that Account Users do not:

- i) disclose any Travel Card details to any person other than to consent to a transaction;
- ii) allow another person to use the Travel Card for any reason;
- iii) return goods or services obtained using a Travel Card for a cash refund. If permitted by the Merchant, goods or services charged to a Travel Card may be returned to the Merchant for credit to that Card;
- iv) use Travel Cards to obtain cash from a Merchant for a Charge recorded as a purchase;
- v) obtain a credit to an Account except by way of a refund for goods or services previously purchased on the Account;
- vi) use the Travel Card if You are insolvent, wound up, if an administrator or administrative receiver has been appointed or it is subject to any other form of insolvency procedure;
- vii) transfer a credit balance from another account with us to pay off the Account, unless upon legally authorised request. We reserve the right to accept or decline at our sole discretion;
- viii) use the Travel Card to purchase anything from a Merchant that You or any third party related to You have any ownership interest in, where such ownership interest does not include shares quoted on a recognised stock exchange;
- ix) the Travel Card may not be used to purchase goods and services for resale ("Items for Resale") without our written consent, which may, at our sole discretion, be granted if:
 - i) You tell us in writing that You wish to use the Card to purchase Items for Resale;
 - ii) You accept sole liability for all Charges for Items for Resale.

4. Liability for Charges

Unless otherwise provided in this Agreement (for example in the "Liability for Unauthorised Charges" section (clause 12)), You are liable to us for all Charges incurred on the Travel Card.

5. Account Limits

- a. We reserve the right to set an Account Limit at the time of the conclusion of the Agreement which is applicable to the Travel Card. This means that the maximum amount that can be outstanding at any time on the Travel Card shall not exceed the Account Limit.
- b. We may impose or change Account Limits at any time. We may notify You either prior to or at the time of any introduction or change to an Account Limit.
- c. You agree to manage the Travel Card in a way which ensures that Account Limits are not exceeded but will remain responsible for all Charges even where the Account Limit is exceeded.
- d. You shall inform Account Users that we may refuse Charges in the event that the Account Limit is exceeded.
- e. You shall regularly monitor and administer the Travel Card. In particular, You shall set up internal guidelines and procedures to monitor the expenditure of Account Users in order to ensure that the Charges established with the Travel Card do not exceed the Account Limit.
- f. You may request to adapt the account limit upon your written request. We shall investigate your request and may request any additional information deemed necessary to either allow or deny (on a discretionary basis) the Account Limit change.

6. Charge Approval

We may require transactions on any Travel Card to be approved by us before they are accepted by a Merchant, Travel Agency or Travel Service Provider. We may decline a transaction due to technical difficulties, security concerns, fraud or suspected fraud including unusual spending behavior, your breach of contract or an increased possibility of nonpayment, even if the Account Limit has not been exceeded. Where possible, we will provide or make available to You at your request our reasons for any refusal for approval and let You know if there is anything You can do to rectify any factual errors that led to the refusal. You may contact us on 00 32 (0)2 676 29 92.

7. Fees and other Charges

- a. As of the 60th day following the Statement date, any outstanding amount remaining unpaid at that point will be subject to a charge of 4 % of the outstanding amount. This will be automatically applied without prior notice.
- b. We may charge You the greater of 25 euro or the full costs incurred in respect of any unpaid bills or the failure to honor direct debits or of any referral of any amount outstanding on any Travel Card to a third party collector (which may amongst others but not limited to a firm of solicitors).

8. Statements and Queries

- a. Statements will only be provided or made available if there has been activity on the Travel Card in the respective billing period.
- b. Statements for all Travel Cards will normally be provided or made available to You only.
- c. You must ensure that Statements are reviewed for accuracy and completeness. You must inform us immediately and not later than one (1) month after the date of the Charge (as set out on your monthly Statement) if You or an Account User have a query about any Charge or other amount appearing in a Statement. To the extent we request, You must promptly provide us with written confirmation of a query and any information we may reasonably require that relates to the query. Claims in respect of unauthorised or incorrectly executed Charges or missing credits in a Statement will be excluded and can no longer be raised by You after a period of one (1) month from the Statement date. This shall not apply if You were prevented from meeting the one month notice period through no fault of your own. For the avoidance of doubt, You must settle any Charges in respect of which You have raised a query. If we determine that your query is valid, we may apply a credit to the relevant Account. Credits will appear on your Statement.
- d. You must settle each Statement in full in accordance with the payment terms as set out in this Agreement (clause 15).
- e. If You fail to receive or access a Statement for any reason whatsoever, this shall not affect your obligation to make a payment in accordance with the terms of this Agreement (clause 15). You must contact us to obtain the relevant payment information by alternative means if You are unable to access or have not received a Statement.

9. Disputes with Merchants

Unless required by applicable law, we are not responsible for goods or services purchased with a Travel Card. You must resolve disputes relating to goods and/or services charged to an Account directly with the Merchant or with the Travel Agency or Travel Service Provider. Except as otherwise set out in this Agreement, You must continue to make payments in accordance with this Agreement even if You have a dispute with a Merchant or other provider of goods or services.

10. Management Information Reports

On request, we may provide additional management information reports relating to Charges. We will notify You of any fees payable for such information when we receive your request.

11. Unauthorised Charges, Misuse of a Travel Card, Queries

- a. You must tell us immediately if You believe or suspect that a transaction is unauthorised or has not been processed correctly or if the Travel Card has been misused or has been otherwise compromised in any way as follows:
 - i) telephone to 00 32 (0)2 676 29 92 or
 - ii) to such other email address or telephone number that we tell You.

You must tell us immediately if You suspect that a Travel Card is being used by someone who is not an Account User or otherwise without your authorisation.

- b. You agree to provide us with all reasonable assistance to control fraudulent and unauthorised use of the Travel Card, including but not limited to providing us with any information, declarations, affidavits, copies of any official police reports and/or other evidence in your possession or control that we may reasonably request. You agree that we may disclose details about your and Account Users' activities under this Travel Card Agreement to any relevant governmental authorities.
- c. If You query a Charge or part thereof, we may in exceptional cases place a temporary credit on the Travel Card in the amount of the queried Charge or part thereof while we investigate. If we determine that the queried Charge was authorised or that You are otherwise responsible for the queried Charge we will reverse the credit applied to the Account.

- d. If You have any complaints about your Travel Card or the service You have received from us, please contact our Alpha Card C.V.B.A./S.C.R.L., Customer Service Department, Vorstlaan 100 Boulevard du Souverain, B 1170 Brussels or tel. 00 32 2 676 29 92.

12. Liability for Unauthorised Charges

You will not be liable for Charges where

- (i) they are not authorised by an Account User or by You;
- (ii) You provide evidence that the Charge was not authorised; and
- (iii) You have raised a query with us in accordance with the “Statements and Queries” section of this Agreement (clause 8) unless:
 - i) You did not comply or ensure compliance by Account Users with the terms of this Agreement, and such non-compliance was intentional, fraudulent, reckless or negligent on your part or such Account User; or
 - ii) You or an Account User contributed to, was involved in, or benefited from the misuse of the Travel Card; in which case, You may be liable for the full amount of the unauthorized Charge.

13. Suspension of Cards and Accounts

- a. We may immediately stop or suspend You or an Account User from using any Account, and suspend the services linked to a Travel Card, on reasonable grounds related to:
- (i) the security of the Account;
 - (ii) if we suspect unauthorised and/or fraudulent use based on, for example, a finding of suspicious transactions upon analysis of transaction data and loss events or in the event credit institutions or the police inform us of fraud cases or data breaches at third parties which may have compromised Account data or there is information that data has been tapped;
 - (iii) a significantly increased risk that You may not be able to pay us any amounts due under this Agreement in full and on time. We may require You to provide us with additional security in order to continue providing the service.

In these cases we may notify You before we stop or suspend use or immediately afterwards. We will, where possible, tell You the reasons for our decision. Please refer to the “Communications with You and the Programme Administrator” section of this Agreement (clause 19) for details of how we will tell You.

- b. For the avoidance of doubt, the Agreement will continue in effect notwithstanding the suspension of any Travel Card, and subject to the “Liability for Charges” section of this Agreement (clause 4) You will be responsible for all Charges as set out in this Agreement and for complying with the terms and conditions of this Agreement.
- c. We may remove the suspension on the Travel Card when the reasons for the suspension have ceased to exist and/or additional security has been obtained. You may tell us by telephone, using the telephone number 00 32 (0)2 676 23 88, or via other contact information set out in the “Unauthorised Charges/Misuse of a Travel Card, Queries” section of this Agreement (clause 11) when You believe the reasons for the suspension have ceased to exist.

14. Charges in a Foreign Currency

The Travel Card is a virtual card used by Account Users at a designated local Travel Agency.

- a. If, in exceptional cases, You carry out a Charge in a currency other than EURO, that Charge will be converted into EURO using the American Express Exchange Rate (as described below). The conversion will take place on the date the Charge is processed by us, which may not be the same date on which You authorize the Charge as it depends on when the Charge was submitted to us. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into EURO. If the Charge is in U.S. dollars, it will be converted directly into EURO.
- b. Unless a specific rate is required by applicable law, You understand and agree that the American Express treasury system is based on interbank rates that it selects from customary industry sources on the business day prior to the processing date (called American Express Exchange Rate), to which a non-EURO transaction fee of 2,5 % will be applied.
- c. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a fee selected by them. In such cases, we will consider the transaction as a EURO transaction and accept the conversion performed by the third party without charging a conversion fee. You may however be liable for a conversion fee charged by the third party, please ask them for details of any fees they apply.

- d. The American Express Exchange Rate is set daily. You agree that any changes in the American Express Exchange Rate will be applied immediately and without notice. The rate charged is not necessarily the rate available on the date of your transaction as the rate applicable is determined by the date on which the Charge is processed by us which may not be the date on which You authorize the transaction. Fluctuations can be significant. You may contact us by telephone or email to obtain it.

15. Payment

- a. All Charges shown on the Statement are due and payable to us in full in the Billing Currency of the respective Account on the date set out on your monthly Statement. Failure to pay on time and in full is a material breach of this Agreement.
- b. If we accept a payment made in any other currency than the Billing Currency, the currency conversion will delay the credit to the relevant Account and may involve the charging of currency conversion fees in accordance with the "Charges in a Foreign Currency" section of this Agreement (clause 14).
- c. Charges may be payable for late payments in accordance with the terms of section Fees and other Charges (clause 7).
- d. Payments can be made either via bank transfer or direct debit. In case of direct debit, You must execute any documents and take any action required to set up a direct debit mandate. You must ensure that adequate funds are available in the bank or payment account designated in the direct debit mandate to enable payment in full to us of all amounts due to us under this Agreement when they become due and payable.
- e. Payments will be credited to the relevant Account when received, cleared and processed by us. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date.
- f. Acceptance of late payments, partial payments or any payment marked as being payments in full or as being a settlement of a dispute will not affect or vary any of our rights under this Agreement or under applicable law to payment in full.
- g. We will normally apply payments to your Account firstly to the amounts that have appeared on your Statement and secondly to Charges that have been processed and are

expected to appear on your next Statement. No pre-payment should be executed. Any positive balance on the Account will be returned to You within a reasonable time.

- h. We do not pay any interest on positive balances on an Account.

16. Insurance

You may benefit from insurance provided by third party insurance providers. The continuing provision, scope and terms of the insurance benefits may be changed or cancelled by the third party insurance provider at any time during the term of this Agreement. We will on behalf of the third party insurance provider give You at least sixty (60) days advance notice of any detrimental changes to or cancellation of the insurance benefits.

For the avoidance of any doubt, if You either subscribed or enrolled in any Insurance Service provided by third party insurance providers, You should carefully read these separate general terms and conditions that apply on said insurance services. We will however remain a third party regarding the insurance agreement and any discussion/issues complaints related to the insurance agreement.

17. Confidentiality

- a. All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance of the Travel Card or as otherwise expressly provided in this Agreement or agreed between us in writing.
- b. Any confidential information may be used by either party for any purpose or disclosed to any person to the extent that it is public knowledge at the time of disclosure through no fault of the receiving party or to the extent that the disclosing party is required to disclose the confidential information pursuant to unambiguous requirements of applicable law or a legally binding order of a court or governmental or other authority or regulatory body.
- c. Each party shall treat this Agreement as confidential and must not disclose any of its content to any third party without the other party's prior written consent unless required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.

- d. Notwithstanding this clause 17, we shall be entitled to disclose this Agreement to a potential purchaser (for example in the event of an assignment or business transfer pursuant to the "Assignment" section of this Agreement (clause 27)), subject to us entering into a non-disclosure agreement with such purchaser. We reserve the right to provide our standard terms and conditions to clients or prospective clients including placing those terms and conditions on our website.
- e. We may transfer any information (including confidential information) we hold about You or regarding any Account to our Affiliates, including our and their processors and suppliers in order to support the operation of the respective programme(s) worldwide or to a third party pursuant to the "Assignment" section of this Agreement (clause 27). We shall impose appropriate duties of confidentiality on such companies.
- f. We reserve the right, at our sole discretion, to provide information regarding You, any Account and payment history to credit reference agencies.
- g. The provisions of this clause shall survive for a period of five years from termination of this Agreement.
- o You can only use the reports You receive from us in accordance with all applicable laws, especially data protection laws in the EU;
 - we are in principle the controller of that data for the purposes We defined and presented to You and/or the other Data Subjects via this Agreement or any specific (privacy) statement;
 - we by no means are the controller of the data You provide - as the case may be via us - to the Travel Agencies and Travel Service Providers;
 - You are aware that the data (in part) is to leave the EU and thus will be processed – also by us or on our behalf – in countries in which data protection legislation is not as comprehensive as in the EU (e.g. the USA or India).
- We undertake that we have taken and will always take appropriate steps to ensure the processing of personal data will have the same protection as such data would have within the EU.
- The data will be used by us for the execution of our Agreement(s), any legal requirements and any related purposes, such as but not limited to,

18. Data Protection

You agree to us processing the data on You, your Programme Administrators, your Account Users and - as the case may be - any other related (legal) persons (the Data Subjects) for the purposes and in the way presented to You and/or them in this Agreement or any specific (privacy) statement.

You acknowledge that

- You are in principle the controller of the data You provide to us via your Programme Administrators, your Account Users, or otherwise, which entails amongst others that:
 - o You have to ensure that the transmission of data to us by You complies with all applicable laws, especially data protection laws in the EU, that You – in combination with the information we provide directly to the Data Subjects, have properly informed the Data Subjects to allow us to process the data as stated herein, and that You are entitled to such transmission and that we by consequence do not need to take further steps to ensure the legitimacy of the processing as described herein,
- disclosure of (personal) data to the extent necessary
 - o to operate the respective Travel Cards and to follow up on the contractual requests by You, to computerised reservation systems, to suppliers of goods and/or services, to Travel Agencies and Travel Service Providers and to our Affiliates (and their appointed representatives);
 - o to permit the invoicing of and payment for the respective Travel Cards, to your bank or other payment service providers or payment systems selected by You;
- develop reports that may enable You to maintain effective procurement policies, travel policies and procedures;
- risk management, including credit risk management, anti-money laundering and embargo screening, fraud detection and redress, cyber attack monitoring, (forensic) auditing, dispute resolution, etc.
- in principle on an impersonal or aggregate level – i.e. without link to any individual – for the measuring, monitoring, and improvement of our services, e.g. A/B testing, user behavior analysis, preference management (via cookies).

19. Communications with You and the Programme Administrator

- a. Communications will be provided or made available by post, electronically, email, SMS, insertion of the relevant note in the Statement (or Statement insert).
- b. We may communicate with You through a Programme Administrator by telephone, post, electronically, email, SMS, insertion of the relevant note in the Statement that we may establish from time to time. A Communication to a Programme Administrator will be deemed to be a Communication from us to You.
- c. We shall treat any requests, instructions or notices from the Programme Administrator in connection with the Travel Card, and the Agreement (whether by email, post, fax or otherwise) as a request, instruction or notice from You. You agree to be bound by any such requests, instructions or notices made to us by a Programme Administrator. You shall ensure that all Programme Administrators comply with their obligations hereunder.
- d. You must keep us up to date with your and any Programme Administrators' names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications under this Agreement. Where there is a new Programme Administrator You shall certify the designation of such Programme Administrator in writing. We shall not be responsible for any fees or charges or any other damage suffered by You, if You fail to inform us about any changes to such contact details.
- e. If we have been unable to deliver any Communication for reasons that are attributable to You or a Communication has been returned after attempting to deliver it via an address or telephone number previously advised to us, we will consider You to be in material breach of this Agreement and may stop attempting to send Communications to You until we receive accurate contact information. Our action or inaction does not limit your obligations under this Agreement. All deliveries to the address most recently stated to us are considered to have been delivered to You.
- f. All electronic Communications that we make available including Statements will be deemed to be received on the day that we send the notification by email or post the Communication online even if You do not access the Communication on that day.
- g. You must inform us of any changes to other information previously provided to us.

- h. You must inform us of any changes to other information previously provided to us particularly the information on Application Forms.

20. Your Representations, Warranties and Undertakings

In relation to all Travel Cards, You represent, warrant and undertake that You will use the Accounts only for your business purposes and will instruct Account Users to do so.

You further represent not to be a microenterprise according to the definitions referenced in the Directive.

21. Limitation of Our Liability

- a. Nothing in this Agreement shall limit or exclude any liability of any party:
 - i) for death or personal injury caused by the negligence of a party or its employees, agents or subcontractors;
 - ii) for any fraud or fraudulent misrepresentation; and
 - iii) to the extent such limitation or exclusion is not permitted by applicable law.
- b. Subject to this clause 21(a), we will not be responsible or liable to You or any third party for any loss or damage arising, whether in contract, tort (including negligence) or otherwise in relation to:
 - i) delay or failure by a Merchant, a Travel Agency or a Travel Service Provider to accept a Travel Card, the imposition by a Merchant or by the Travel Agency or a Travel Service Provider of conditions on the use of the Travel Card or the manner of a Merchant's or of the Travel Agency's or a Travel Service Provider's acceptance or non-acceptance of the Travel Card;
 - ii) goods and/or services purchased with the Travel Card or their delivery or non-delivery;
 - iii) Travel Arrangements charged to a Travel Card, including any dispute with the Travel Agency or a Travel Service Provider about Travel Arrangements or any failure to provide them;
 - iv) failure to carry out our obligations under this Agreement if that failure is caused by a third party or because of an event outside our reasonable control, including but not limited to, a systems failure, data processing failure, industrial dispute or other action outside our control;
 - v) our declining to approve any Travel Card transaction for any reason that is set out in the "Charge Approval" section of the Agreement (clause 6); or

- vi) the accuracy, completeness or sufficiency for tax and legal compliance purposes of VAT related data supplied by Merchants which we may make available to You in relation to Charges. (We do, however, warrant that such VAT related data we make available to You is as supplied by the Merchant to us).
- c. Subject to clause 21(a), we will not be responsible or liable to You or any third party under any circumstances for any:
 - i) loss of profit, interest, goodwill, business opportunity, business, revenue or anticipated savings;
 - ii) losses related to damage to the reputation of any member of your Company, howsoever caused; or
 - iii) any indirect, special, punitive or consequential losses or damages, even if such losses were foreseeable and notwithstanding that a party had been advised of the possibility that such losses were in the contemplation of the other party or any third party.
- d. We are neither a broker of travel services nor a tour operator. We are excluded from liability for performance or non-performance of travel services.

22. Cancellation and Termination

- a. You may terminate this Agreement or cancel any Travel Card at any time upon written notice to us. If You do so, You shall pay all amounts owing on the Travel Card and stop all use of the Account and instruct the Account Users and any party involved (including the Travel Agency and/or Travel Service Provider) to stop the use of the Accounts.
- b. You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any cancellation of a Travel Card that You have requested.
- c. We may terminate this Agreement or cancel any Travel Card upon written notice to You.
- d. We may terminate this Agreement or cancel any Card, the Master Account or any Account immediately upon notice to You:
 - i) in the event of your failure to comply with any of your obligations under this Agreement, including, but not limited to, failure to ensure payment is made to us when it is due, any form of payment is returned or not honoured in full; or
 - ii) in the event that we deem levels of fraud or credit risk to be unacceptable to us.

If we take such action, You are still required to pay all amounts owing on the Travel Card to us.

- e. We may consider You to be in material breach of this Agreement if:
 - (i) any statement made by You to us in connection with an Account was false or misleading;
 - (ii) You breach any other agreement You have with us or with any of our Affiliates;
 - (iii) if insolvency or other creditor proceedings are threatened or initiated against You or;
 - (iv) we have any reason to believe that You may not be creditworthy.
- f. If this Agreement is terminated for any reason, You must pay all outstanding Charges and any other amounts You owe us under this Agreement, including unbilled Charges immediately.
- g. We may inform Merchants where a Travel Card is no longer valid.
- h. Your liability under this clause survives termination of this Agreement.

23. Set-Off

Where You are under any obligation to us or any of our Affiliates under a separate agreement, we will be entitled to set off an amount equal to the amount of such obligation against amounts owed by us to You under this Agreement irrespective of the currency of the relevant amounts.

24. No Waiver

If we fail to exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

25. Severability

If any term or condition of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be amended or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.

26. Transfer of Claims

- a. Although we may have no obligation to do so, if we credit a Master Account or a Travel Card in relation to a claim against a third party such as a Merchant, Travel Agency or Travel Service Provider, You shall automatically be deemed to have assigned and transferred to us any related rights and claims (excluding tort claims) that You have, had or may have against any third party for an amount equal to the amount we credited to the Travel Card.
You hereby give consent in advance to such assignment, without any further notification being required.
- b. After we credit such Account, You may not pursue any claim against or reimbursement from any third party for the amount that we credited to the Account.
- c. You must provide all reasonable assistance to us if we decide to pursue a third party for the amount credited. This includes, without limitation, signing any documents and providing any information that we may require. Crediting the Account on any occasion does not obligate us to do so again.
- d. Any sum We could offer to pay to be accepted in full and final settlement of any claim that You might have against us is made as a gesture of goodwill and without any admission of liability on behalf of ourselves.

27. Assignment

- a. We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party (a "Transfer") and You consent to this without us having to notify You. You shall cooperate in the execution of a Transfer upon written request by us.
- b. You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

28. Rights of Third Parties

This Agreement shall be for the benefit of and binding upon both us and You and our and your respective successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

29. Changes to this Agreement

- a. We may change any terms of this Agreement including any fees and charges applicable to any Accounts and introduce new fees and charges from time to time. We will give You at least 2 months prior notice of any change. You will be deemed to have accepted any changes notified to You if You continue to use any Account to which the changes relate.
- b. We may change the Travel Card terms in accordance with its terms and we will notify You accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the 'Liability for Charges' section of this Agreement (clause 4).

30. Use of Corporate Opt-out

You acknowledge and agree that You are not a consumer and that You will use and procure that Account Users only use Cards or Accounts solely for business purposes. You agree that, to the fullest extent permitted by applicable law, any provisions of law that may otherwise be deemed applicable to this Agreement but that may be disapplied or applied differently to non-consumers will be so disapplied or applied differently. For example, You expressly agree that the provisions of Book VII Payment and Credit Services, more specifically VII.27, § 3, VII.28, VII.34, VII.36 till VII.38, VII.41, VII.49 till VII.51, and VII.55, § 1 with regards to consumers shall not be applicable, with exception of such provisions that cannot be excluded.

31. Applicable Law and Jurisdiction

- a. This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in accordance with the Belgian law.
- b. The courts of Brussels, Belgium will have exclusive jurisdiction over all disputes arising out of or in relation to this Agreement and each party waives any objection which it may have at any

time to the laying of venue of any proceedings brought in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it. For the avoidance of doubt, where You have liability under this Agreement, we may conduct collection proceedings in any jurisdiction in which You may be present or resident.

32. Taxes, Duties and Exchange Control

- a. You are responsible for ensuring compliance with all exchange control regulations and other applicable laws and regulations if they apply to any use of a Travel Card or any transactions between us and You under this Agreement.
- b. You must pay any government tax, duty or other amount imposed by applicable law in respect of any Charge or use of any Travel Card.

33. Miscellaneous

- a. This Agreement replaces all prior terms and conditions with regard to the respective programme subject to the "Changes to this Agreement" section of this Agreement (clause 29). You further represent not to be a microenterprise according to the definitions referenced in the Directive.
- b. Any provision of this Agreement which is expressly or implicitly intended to survive termination shall do so and continue in full force and effect.

Definitions

"Account" means the account issued by us to You or the Account User (as applicable) for the purpose of executing, recording and tracking Charges made using the American Express® Travel Card.

"Account Limit" means a limit applied to the Travel Card by us, being the maximum amount that can be outstanding at any time on the Travel Card.

"Account User" means any person, including any person for whom Travel Arrangements are purchased on a Travel Card, authorised by You in accordance with the terms of this Agreement to incur Charges on an Account.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

"Agreement" means the Terms and Conditions as set out in this Agreement with You, any Application Forms completed by You, Insurance terms and conditions (if applicable) and any other terms we notify You from time to time.

"Application Form" means the Travel Card Opening of Company Account Form completed by You.

"Billing Currency" means the currency in which the respective Card was issued.

"Card" means virtual card or any other device or procedures for use including virtual cards for the American Express Travel Card.

"Charge(s)" means all transactions and other amounts charged to an Account, via the Card or otherwise including all Card fees, Account fees, including renewal fees, late payment charges and associated costs, and all others fees, charges or costs You have agreed to pay us or are liable for under this Agreement.

"Code(s)" means each of a Personal Identification Number (PIN), telephone code(s), on-line password(s) and any other code(s) used to gain access to Account information.

"Communications" means Statements, servicing messages, notices (which include changes to this Agreement), disclosures, Account alerts, important messages, and other communications to You or Account Users in connection with the Travel Card.

"Directive" means Directive 2007/64/EC of the European Parliament and the Council of 13 November on the regulation of payment services within the European Economic Area.

“Master Account” means the control account established by us and under which we will issue Cards and Accounts to record your and our payment obligations to each other under this Agreement, including without limitation your obligation to pay Charges. The Master Account is distinct from Accounts and cannot be used to pay for goods and services at a Merchant.

“Merchant” means a company, firm or other organisation accepting either all Cards as a means of payment for goods and/or services or at least one type of Card for business to business transactions.

“Payment Services Law” means the Law of 10th December 2009 about payment services as may be amended, consolidated, re-enacted or replaced from time to time.

“Programme Administrator” means an administrator for the Travel Card nominated by You on the Travel Card Opening of Company Account Form or as notified to us in writing from time to time, who shall have the authority to act on your behalf in administering all aspects of the Travel Card.

“Travel Card” means the account(s) established under the Master Account for the purpose of executing and recording Charges for the American Express® Travel Card programme.

“Travel Card Application Form” means the application form(s) completed and signed by a person authorised to act for You for the purpose of establishing the Travel Card in accordance with this Agreement.

“Security Information” means the user identification and password assigned to individual Account Users for use of the Online Services.

“Statement” means a summary of charges on an Account detailing transactions, Account balance and other relevant Account information (total amount payable to us in respect of Charges) during the relevant billing period.

“Travel Agency” means a travel agent, travel management company or other provider of travel booking services or associated online reservation portal which are designated on the Travel Card Opening of Company Account Form.

“Travel Arrangements” means transportation tickets or other travel and booking services provided to Account Users by Travel Service Providers and services provided to You or Travel Users directly by the Travel Agency.

“Travel Service Provider” means a provider of Travel Arrangements purchased through or directly from a Travel Agency.

“We”, “our” and “us” means Alpha Card C.V.B.A./S.C.R.L., with registered seat Vorstlaan 100 Boulevard du Souverain, B-1170 Brussels, R.P.R./R.P.M. n°0463.926.551, registered at the Belgian National Bank as a payment service provider and registered at the FSMA as an insurance intermediary having number N°048 520A.

“You”, “your” means the company or firm whose name and address appear in, and who has executed an Application Form, its successors or assignees.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

RE : M. Jordan, Alpha Card SCRL,
Vorstlaan 100 Boulevard du Souverain B-1170 Brussels, RPM Brussels, VAT BE 0463.926.551.

Alpha Card is registered at the Belgian National Bank as a payment service provider and registered at the FSMA as an insurance intermediary having number No. 048520A.