

Terms and Conditions for  
American Express®  
Card Acceptance  
March 2024

## 1. Scope of this Agreement - Definitions and General Provisions

- a. This document, the Merchant Regulations, and our other policies and procedures that apply to merchants who accept American Express Cards (and which we may amend from time to time) constitute your agreement to accept American Express Cards in Denmark (the *Agreement*). By submitting Charges to us under this Agreement, you agree to accept American Express Cards in accordance with the terms of this Agreement and the Merchant Regulations at your Establishments in Denmark and to receive payment in respect of Charges at Establishments, which have been approved by us, for goods and services sold (except as noted below). If you do not accept the terms of the Agreement, you should not begin submitting Charges to us under this Agreement and must notify us immediately, returning all American Express materials to us. You are jointly and severally liable for the obligations of your Establishments under this Agreement.
- b. *Merchant Regulations*. The Merchant Regulations set forth certain policies and procedures governing acceptance of the Card. You shall ensure that your personnel interacting with customers are fully familiar with the Merchant Regulations. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. The Merchant Regulations and releases of subsequent changes are provided in electronic form on our website at [www.americanexpress.com/InternationalRegs](http://www.americanexpress.com/InternationalRegs). We reserve the right to make changes to the Merchant Regulations at any time as set forth in Clause 11.f of the Agreement. Different or additional terms may apply in a particular territory as may be required by us or by Applicable Laws.
- c. You can request a further copy of this Agreement for free at any time during the term of the Agreement. This Agreement shall be in English. All communication communications between us concerning this Agreement can be in Danish or English. American Express may also give, primarily orally, certain information and services in Danish or English.
- d. Throughout the Agreement:
 

*American Express Card and Card* means any card, account access device, other virtual, electronic or physical payment instrument, or service issued or provided by American Express Company, any of its Affiliates or other authorised licensees thereof and bearing any Mark(s) of American Express Company or any of its Affiliates. The use of the terms “charge” and “credit” in relation to Cards are interchangeable in this Agreement.

*Other Agreement* means any agreement other than this Agreement between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

*Other Payment Products* excludes Cards and means any other payment, credit, debit, deferred debit, stored value cards or other payment cards or account access devices, and any other payment instruments or services.

*Authorisation* means an authorisation in the form of an approval code number given by us or a third party designated and approved by us from time to time.

*Business Day* means a day on which commercial banks are open for business in Denmark (excluding Saturdays and public holidays).

*Merchant Acquirer* means any person that has entered into a Merchant Acquirer Agreement with you.

*Payment Services Act* means the Danish Act on Payment Services (Act no. 652 of 6 August 2017), which implements the Directive in Denmark and any replacement, amendment or revision thereof.

*Directive* means Directive 2015/2366/EU of the European Parliament and of the Council of 25 November 2015 on the pol of payment services within the Single European Market and any replacement, amendment or revision thereof.

*You and your* means the company, partnership, sole trader or other legal entity accepting Cards under this Agreement and its Affiliates conducting business in the same industry.

*Marks* mean names, logos, domain names, service marks, trademarks, trade names, taglines, or other proprietary designations.

*Account* means your designated bank account in Denmark.

*Cardmember* means the holder or carrier of a Card (and whose name may be embossed or otherwise printed on the face of the Card) provided that, where a name is printed on the Card, the person whose name appears on the Card is the Cardmember.

*Merchant Acquirer Agreement* means any arrangement between you and another Merchant Acquirer for the acceptance and/or processing of Other Payment Products.

*Credit* means the amount of the Charge that you refund to Cardmembers for purchases or payments made using a Card.

*Credit Record* means a record of a Credit that complies with our requirements (see Merchant Regulations for more details).

*Local Currency* means the currency of the country in which a Charge is incurred or Credit is made.

*Disputed Charge also referred to as Objection (in Danish: Indsigelse)* means any Charge (or part thereof) about which a complaint or question has been brought.

*Cardmember Information* means any information about the Cardmember and card transactions, including name, address, account number, and card identification number (CID).

*Reserve* has the meaning given to it in Section 7.a.

*Rights-holder* means a natural or legal person having the legal standing and authority to assert a copyright, trademark or other intellectual property right.

*Discount* means an amount that we charge for accepting the Card, the amount of which is:

- (i) a percentage of the face amount of the Charge (*Discount Rate*)
- (ii) a flat per-transaction fee;
- (iii) an annual fee;
- (iv) any combination of (i) to (iii).

*Chargeback* (sometimes called “full recourse” in our materials) when used as a verb, means our right to:

- (i) reimbursement from you for the amount of a Charge which we have paid to you, or
- (ii) reverse a Charge for which we have not paid you - when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

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

*Charge* means a payment or purchase made using a Card.

*Signer* means the person signing this Agreement on your behalf.

*We, our, and us* means American Express Payments Europe S.L., a company registered in Spain (tax ID number B-88021431) with its registered office at Avenida Partenón 12-14, 28042, Madrid, Spain.

*Establishment* means each of your and your Affiliates’ locations, shops, outlets, websites, digital networks, and all other points of sale using any methods for selling goods and services, including methods that you adopt in the future (sometimes also referred to as a “merchant”, “SE” or “Service Establishment” in our materials).

*Establishment Number* (sometimes referred to as the “merchant” or “SE” number in our materials) is the unique number we assign to each Establishment. If you have more than one Establishment, we may assign to each Establishment a separate Establishment Number.

*Controller* means any individual(s) who exercise(s) control over the management of the company (or other entity with a separate legal personality), for example a director (including individuals who de facto or by proxy act as executives) or equivalent.

Other defined terms appear in italics in the body of this Agreement and shall apply for the whole of this Agreement, not just the provision in which they appear.

- e. You must provide us with a list of your Affiliates that accept the Card under this Agreement, and notify us promptly of any subsequent changes to that list. You are responsible for ensuring that all such Affiliates comply with the terms of this Agreement and you confirm that you are authorised to accept these terms on their behalf.
- f. This Agreement covers only you and your Affiliates. You must not obtain Authorisations, submit Charges or Credits, or receive payments on behalf of any other party.

## 2. Accepting the Card

- a. By choosing to enter into this Agreement, you agree to accept American Express Cards as payment for goods and services sold at your Establishments in Denmark and agree to provide such goods and services to the Cardmember in accordance with any terms (express or implied) relating to the provision of such goods and services and applying between you and the Cardmember.
- b. Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance of American Express Cards and display our Marks according to our guidelines.
- c. You must not at any time:
  - (i) criticise or mischaracterise the Card or any of our services or programmes;
  - (ii) engage in marketing, promotional or other activities that harm our business or brand;
  - (iii) require Cardmembers to waive their rights to dispute a Charge as a condition to acceptance of the Card;
  - (iv) require Cardmembers to provide personal information as a condition to acceptance of the Card.
- d. You must not accept the Card for:
  - (i) damages, losses, penalties, or fines of any kind;
  - (ii) costs or fees over the normal price of your goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;
  - (iii) overdue amounts, or amounts covering returned or stop-payment cheques;
  - (iv) gambling services (including online gambling), gambling chips, gambling credits or lottery tickets;
  - (v) adult content sold via Digital Delivery Transactions;
  - (vi) cash;
  - (vii) sales made by third parties or entities conducting business in industries other than yours;
  - (viii) amounts that do not represent bona fide sales of goods or services at your Establishments (e.g. purchases by your owners (or their family members) or employees contrived for cash flow purposes);

- (ix) illegal business transactions, or goods or services for which the provision is illegal under laws applicable to us, you, or the Cardmember (e.g., illegal online/internet sales of prescription medications; sales of any goods that infringe the rights of a Rights-holder);
  - (x) other items of which we notify you from time to time.
- e. The Merchant shall immediately inform American Express if a sales terminal no longer accepts the Card, or if the functionality for receiving American Express cards in any way is deficient. The Merchant shall immediately inform American Express in case a sales terminal is lost, or in case the Merchant has or should have expected fraud or criminal activity related to the sales terminal. The Merchant shall keep the sales terminals safe at all times.

### 3. Discount and Other Fees

Your initial Discount is as provided to you in writing by us. Where a Discount is referred to without further explanation, that Discount shall be applied to the full amount of the Charge, including applicable taxes. We may adjust a Discount, change any other amount we charge you under this Agreement, and charge additional fees from time to time, subject to giving prior notice to you. We may charge you different Discounts for Charges submitted by your Establishments that are in different industries, and you must process Charges through the relevant Establishment Number provided by us for each industry. We will notify you of any different Discounts that apply to you.

We may charge a fee for rejected direct debits or direct transfer of Credits or late payments. You will be given prior notice of the amount of such a fee.

### 4. Payment for Charges

- a. We will pay you for Charges in accordance with this Agreement. You will receive payment according to your payment plan in Local Currency for the face amount of Charges submitted from your Establishments in Denmark, less:
- (i) any Discount; (ii) any other fees or amounts you owe us or our Affiliates under any agreement or arrangement; (iii) any amounts for which we have Chargeback rights; and (iv) the full amount of any Credits you submit. Your default payment plan is five (5) Business Days from receipt of all relevant Charge Data, although alternative payment plans are available. You shall not be entitled to receive payment for or on behalf of any third party.
- If you receive payment directly from us, we will send payments for Charges from your Establishments electronically by direct credit transfer to your Account.

You must provide us with your bank's name, your bank account number and sort code number.

- b. We will make available information about your charges and credits, including the discount and any other fees or amounts paid, on no less than a monthly basis. You agree that we may provide you with the information in section 5.a.(i) and (ii), on an aggregated basis.
- Although American Express does not have fees payable between acquirers and issuers, where a transaction is regulated pursuant to Regulation (EU) 2015/751, the American Express Network will not pay net compensation to the card issuer of more than 0.3% for credit and charge cards or 0.2% for debit and Prepaid Cards.
- c. The information referred to in Section 4.b above will be made available to you in paper form. We may charge you a fee for each paper statement you receive, which we may change from time to time.
  - d. You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges or Credits within ninety (90) days of the date of the applicable statement or other reconciliation data received from us containing such claimed error or omission, or we will consider the relevant reconciliation data to be conclusively settled as complete and correct in respect of such amounts. In respect of queries in connection with Charges on Cards issued in the European Economic Area we may, in exceptional circumstances, consider a query raised up to thirteen (13) months after the date of your statement.
  - e. If we determine at any time that we have made any payments to you in error, we may deduct such amounts from future payments due to you, debit your Account (if you have signed a direct debit mandate) or invoice you for such amounts. If you receive any payment from us not owed to you under this Agreement, you must immediately notify us (by calling our telephone service centre) and your Processor and return such payment to us promptly. Whether or not you notify us, we have the right to withhold future payments to you or debit your Account until we fully recover the amount of the erroneous payment. We have no obligation to pay any party other than you under this Agreement.
  - f. When you accept the Card as payment for your goods or services, you must not present an additional bill or otherwise seek to collect payment from any Cardmember for the purchase made on the Card unless we have exercised our Chargeback rights for such Charge you have reimbursed to us any sums we have paid to you for such Charge, and you otherwise have the right to pursue the Cardmember.

## 5. Protective Actions – Creation of Reserve

- a. Regardless of any contrary provision in this Agreement, we may, in our reasonable judgment, determine that it is necessary to withhold, and offset amounts from, payments we otherwise would make to you under this Agreement or require you to provide us with additional security for your or any of your Affiliates' actual or potential obligations to us, including all of your actual or potential obligations to us or any of our Affiliates under this Agreement or any Other Agreement. Such withheld payments are called a *Reserve*.
- b. Some of the events that may cause us to establish a Reserve include:
- (i) your ceasing a substantial portion of or adversely altering your operations, in which case you must notify us immediately;
  - (ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties owning 25% or more of such interests at the date of this Agreement), whether through acquisition of new equity interests, previously outstanding interests, or otherwise (in each case whether as single or multiple transactions), in which case you must notify us immediately;
  - (iii) your suffering a material adverse change in your business;
  - (iv) your becoming insolvent, in which case you must notify us immediately;
  - (v) our receiving a disproportionate volume (whether in value or number) of Disputed Charges at any or all of your Establishments;
  - (vi) our reasonable belief that a Charge has not been authorised by the Cardmember;
  - (vii) our reasonable belief that you will not be able to perform your obligations under this Agreement, under any Other Agreement, or to Cardmembers;
  - (viii) any protective action by a Merchant Acquirer, or self-executing protective action or remedy under a Merchant Acquirer Agreement, that is used, or occurs, to mitigate any significant risk of loss under a material Merchant Acquirer Agreement, in which case you must notify us immediately;
  - (ix) your failing to provide any information reasonably requested by us; or
  - (x) your breaching the terms of this Agreement.
- If an event leads us to believe that we need to create a Reserve, we will consider this to be a material breach and we may:
- (xi) establish such Reserve;
  - (xii) require you to stop accepting Charges immediately upon receipt of notice from us. If you continue to accept Charges after we notify you, we will not pay you for those Charges;

- (xiii) take other reasonable actions to protect our rights or those of any of our Affiliates, including changing the speed or method of payment for Charges, exercising our Chargeback rights, or charging you fees for Disputed Charges;
  - (xiv) terminate this Agreement for material breach immediately upon notice to you.
- c. We may increase the amount of the Reserve at any time provided that the amount of the Reserve will not exceed an amount sufficient, in our reasonable opinion, to satisfy any financial exposure or risk to us under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers), or to us or our Affiliates under any Other Agreement, or to Cardmembers. You shall have no rights to any amount held in Reserve in accordance with this Agreement until all your obligations have been discharged to our reasonable satisfaction.
- d. We may deduct and withhold from, and recoup and offset against, the Reserve any amounts you or any of your Affiliates owe us or any of our Affiliates under this Agreement or any Other Agreement.
- e. You must provide to us promptly, upon request, information about your finances and operations, including your most recent certified financial statements.
- f. If the balance of amounts we owe to you against amounts you owe to us under this Agreement reflects a debit balance, we shall be entitled to:
- (i) require payment in full by you immediately on receipt of notification from us of the amount of such debit balance together with late payment interest thereon;
  - (ii) debit your Account (if you have signed a direct debit mandate);
  - (iii) refer the debit balance to a third party (which may be a firm of lawyers) for collection and to charge you a file referral fee and all associated costs;
  - (iv) if we do not receive immediate full payment of the debit balance under (i) or (ii) above, or in the event of (iii) above, terminate this Agreement immediately upon notice to you.

## 6. Indemnification and Limitation of Liability

- a. You will indemnify, keep indemnified, and/or hold harmless us and our Affiliates, successors, and assigns from and against all damages, fines, liabilities, losses, costs, and expenses, (including legal fees and disbursements on a solicitor and client basis), costs of investigation, litigation / arbitrations, settlement, judgment, interest and penalties (whether foreseeable or not), which we or our Affiliates, successors and assigns do or will suffer or incur and which arise or are alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under this

Agreement, failure or defect in your goods or services or provision of them, failure to provide your goods or services, or any violation by you, your employees, agents or contractors of this Agreement or any applicable laws or regulations.

- b. Subject to Section 6.a., the effect of which shall not be excluded or limited by this Section, in no event (other than for Non-Excluded Liabilities listed below) will either party or its Affiliates, successors, and assigns be liable to the other party for any losses, liabilities, damages, costs and expenses of any kind (whether based in contract, tort (including negligence)), strict liability, statute, regulations, directives or orders) arising out of or in connection with this Agreement, even if advised of the potential nature of the same, in each case which are:
- (i) loss of profits, loss of opportunity, loss of anticipated savings, loss of revenue, or loss of business (whether each or any of the foregoing are direct, indirect, consequential or otherwise), (other than contractual payments or contractual discounts which are obliged to be made or given under this Agreement by one party to the other party (or made to or taken from a Cardmember)), and none of which shall be limited or excluded by this Section 10.b);
  - (ii) direct, indirect or consequential losses;
  - (iii) documented losses, or special, punitive, or exemplary damages. Neither you nor we will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or a banking system, except that our rights to create Reserves and exercise our Chargeback rights will not be impaired by such events. Nothing in this Agreement shall limit or exclude liability for personal injury or death due to the negligence of you or us or our respective directors, officers or employees, for any fraud or fraudulent misrepresentation, or to the extent such limitation or exclusion is not permitted by any applicable law (all or any of the foregoing being *Non-Excluded Liabilities*).

## 7. Proprietary Rights and Permitted Uses

- a. Neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent, except as expressly permitted under this Agreement.
- b. You agree that we, our Affiliates, our third party merchant acquirers and our licensees may use your name, address of your Establishment(s) and your Marks, including but not limited to your physical address, website address and/or URL if appropriate, in materials illustrating that an Establishment accepts the Card

which we and/or our Affiliates, our third party merchant acquirers and our licensees may publish from time to time.

## 8. Confidentiality

- a. Any Cardmember Information is confidential and our property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement.
- b. You are responsible for ensuring that Cardmember Information is stored in accordance with applicable law and our Data Security Operating Policy (see the Merchant Regulations for details).

## 9. Term and Termination of the Agreement

- a. This Agreement begins as of the date:
- (i) you first accept a Card after receipt of this Agreement or otherwise indicate your intention to be bound by this Agreement by submitting Charges to us under this Agreement;
  - (ii) we approve your application to accept the Cards, whichever occurs first, and shall continue unless and until terminated by either party by giving the other party at least thirty (30) days written notice or otherwise under the terms of this Agreement.
- b. If you have not submitted a Charge within any period of twelve (12) consecutive months, we may (i) deem this an offer by you to terminate this Agreement, which we may accept by technically blocking your access to our services under this Agreement, or (ii) suspend your access to our services. We reserve the right to notify your point of sale terminal provider of termination of this Agreement. An offer to terminate hereunder does not preclude you from exercising any other rights of termination you may have under this Agreement. If you have not submitted a Charge for a period of twelve (12) consecutive months and wish to continue accepting the Card, you must contact us to determine the status of your account and (i) in the event that we have terminated the Agreement, enter into a new agreement with us, or (ii) in the event that we suspended your access to our services, request that we reactivate your access to our services. Failure to do so may result in delay of your payments to us.
- c. Without prejudice to our rights of immediate termination in Section 5, or Section 11.a or our rights of termination otherwise, if either party materially breaches its obligations and fails to remedy such breach within fourteen (14) days after written notice from the other party specifying the breach and requiring such remedy, then the party not in breach may terminate this Agreement immediately upon notice to the other party.

- d. If this Agreement is terminated, without prejudice to any other rights or remedies which we may have, we may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates by you and your Affiliates. If any amounts remain unpaid, you and your successors and permitted assigns will remain liable for such amounts and will pay us within thirty (30) days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.
- e. The terms of Sections 1 and 5-11 will survive termination of this Agreement, together with any other term which by its nature is intended to do so. Our right of direct access to your Account will also survive until such time as all credits and debits relating to transactions in accordance with the Agreement have been made.

## 10. Dispute Resolution

- a. If you have any complaints of our services, you may send a written complaint to our Customer Care Service (SAC). Address: Avenida del Partenon 12–14, Campo de las Naciones, 28042 Madrid (Spain). E-mail: sac@aexp.com.
- b. If you are unable to resolve your complaint with us or if the statutory deadline for filing a complaint has expired, you may be entitled to refer it to the Bank of Spain (Banco de España), Department of Market Conduct and Complaints, C/ Alcalá, num. 48, 28014 Madrid (Spain). The complaint may also be delivered in person to any branch of the Bank of Spain. Addressing a complaint to the Bank of Spain requires that all internal complaint procedures have been completed without results.
- c. Notwithstanding the above, the parties have always right to usual precautionary measures to ensure or implement the collection of their claims in accordance with this Agreement, including the application or request of a payment ban, official assistance or right of arrest, and measures comparable to these.
- d. This Section 10 is not intended to replace, and does not replace, our usual business practices and policies and procedures, such as our Chargeback rights and the right to establish Reserve.
- (iii) there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder;
- (iv) you are authorised to enter into this Agreement on your own behalf and on behalf of your Establishments and Affiliates, including those indicated in this Agreement, and the individual Signer has authority to bind you and them to it;
- (v) neither you (irrespective of any name changes), any entity operating your business or any owners or managers of your business have previously had a card acceptance agreement with us terminated on the basis of a breach of that agreement;
- (vi) you may act on behalf of all your Affiliates who submit Charges and/or Credits under this Agreement, including acceptance by you of payment from us for Charges incurred with your Affiliates where you instruct such payment to be made to you;
- (vii) neither you, the Signer of the Agreement, your beneficial owners (where you are a company or other entity with a separate legal personality), Controllers nor any contacts nominated by you to administer your relationship with us are listed on any sanctions targets lists, politically exposed persons lists, special interest persons lists or are subject to any sanctions regime;
- (viii) you have not assigned to any third party any payments due to you under this Agreement;
- (ix) you have provided all information that we have requested in connection with this Agreement and all such information is true, accurate, and complete;
- (x) you have read this Agreement and kept a copy for your file, and provided a copy to all your Affiliates who are permitted to submit Charges under this Agreement.

If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may terminate this Agreement immediately with or without notice to you. If we terminate this Agreement without giving you prior notice, we will notify you of such termination as soon as reasonably practicable thereafter.

### b. Compliance with Laws

Each party will comply with all applicable laws and regulations.

### c. Governing Law and Jurisdiction

This Agreement is governed by and will be construed according to the laws of Denmark. Each party irrevocably submits to the exclusive jurisdiction of the Danish courts in relation to matters arising out of or in connection with this Agreement.

## 11. Miscellaneous

### a. Your representations and warranties

You represent and warrant to us that:

- (i) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business;
- (ii) you have full authority and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due;

**d. Interpretation**

In construing this Agreement, unless the context requires otherwise:

- (i) the singular includes the plural and vice versa;
- (ii) the term “or” is not exclusive;
- (iii) the term “including” means “including, but not limited to”;
- (iv) the term “e.g.” means “by way of example only, and without limitation”;
- (v) the term “day” means calendar day;
- (vi) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time;
- (vii) all captions, headings, and similar terms are for reference only;
- (viii) each of you and us is a “party” to the Agreement.

**e. Assignment**

You may not assign, subcontract or transfer this Agreement without prior written consent. We may assign or transfer this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers, which will become enforceable in relation to you only upon written notice to you, and we may sub-contract this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers or processors in our discretion without notice to you. For the avoidance of doubt, we may subcontract all of our obligations under this Agreement to an agent who will perform such obligations on our behalf.

**f. Amendment**

We may change this Agreement (including by amending any or all of its terms, adding new terms, or deleting or modifying existing terms) by either (i) posting revised terms and conditions online at [www.americanexpress.dk](http://www.americanexpress.dk) by 20 April or 20 October each year with such changes to be effective two months after these dates; or (ii) at any other time on at least thirty (30) days’ prior notice to you.

It is recommended that you check the website referred to above for updates on, or shortly after, 20 April and 20 October each year.

You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept the changes to this Agreement, you can end this Agreement with effect from any point in time, and at no cost, before the date on which the changes take effect. Additionally, we may change the Merchant Regulations in accordance with the terms of the Merchant Regulations.

**g. Waiver and Cumulative Rights**

Either party’s failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its

waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Any rights and remedies of the parties are cumulative, not alternative.

**h. Savings Clause**

(i) If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall apply with the minimum modification necessary to make it legal, valid or enforceable, and the validity and enforceability of other provisions of this Agreement shall not be affected.

**i. Entire Agreement**

(i) Notwithstanding Section 11.(iii), this Agreement is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof. Neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement. The only remedies available for any breach of the subject matter of this Agreement, including actions taken prior to entry into this Agreement and which are expressly set out in this Agreement will be for breach of contract. Nothing in this Section (i) will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

(ii) If these terms and conditions amend or replace previous terms and conditions regarding the subject matter hereof, the Discount and any other fees and special programmes (such as fraud full recourse) notified or applied to you in accordance with the previous terms and conditions will continue in effect unless we have agreed with you or notified you otherwise.

**j. Use of Data**

Subject to the following sentence, this Section 15.j will apply to you if you are a sole trader, an unincorporated merchant or a partnership among individuals without separate legal personality; in which case we are required to disclose the information in this Section to you. If you are a company, or another entity with a separate legal personality, you acknowledge our processing of the information about the Signer of the Agreement and the beneficial owner of the company, partnership or



such other entity under the terms of this Section. You represent and warrant that you have informed the Signer of the Agreement and the beneficial owner of these terms and (to the extent required by applicable law) have obtained his or her consent to our processing of data as provided herein.

You acknowledge that American Express will:

- (i) disclose information about the Establishment and the Signer of the Agreement to companies within the American Express group of companies worldwide (which shall include other organisations who issue the Card or operate the Card service under an agreement for the acceptance of the Card), and to our acquirers, suppliers, processors and any person required, as necessary, in order to administer and service your contractual relationship with us, to process and collect Charges at your Establishments, reconcile payments due by us to the above companies, acquirers, suppliers, processors and authorised persons or manage any benefits or programmes in which you may be enrolled as a participant;
- (ii) collect, use, process, transfer and store information about you and information about how the Card is used at your Establishments to develop lists for use within the American Express group of companies worldwide and other select companies in order that we or these companies may develop or make offers to you of similar products and services in which you may be interested by mail or telephone unless and until you ask us not to, and if you provide us with the relevant consent (where necessary), by e-mail or other digital medium. The information used to develop these lists may be obtained from your application, from surveys and research (which may involve contacting you by mail, e-mail or other digital medium or telephone), from other external sources such as merchants or marketing organisations and/or by collecting publicly available information. If you prefer not to receive offers of relevant products and/or services or if you wish to change your preferences, please update your marketing preferences at: [www.americanexpress.dk](http://www.americanexpress.dk), or write to us at the address provided in your application form, providing your Establishment's name, its trading name and American Express Establishment Number;
- (iii) disclose information concerning all Establishments that accept the Card to agents or sub-contractors of American Express or to any other person for the collection of debts and the prevention of fraud;
- (iv) disclose information about the Establishments and the Signer of the Agreement to credit reference agencies which may be shared with other organisations in assessing applications from the

Establishments and the Signer of the Agreement for other financial/credit companies or for preventing fraud or tracing debtors;

- (v) information may also be processed, as necessary, for the purpose of complying with any applicable law, including, without limitation, anti-money laundering and anti-terrorism laws and regulations and other regulation for the purpose of fighting crime and terrorism. This may require the disclosure of information to a UK or other governmental or regulatory authority outside of Spain or to any other person American Express reasonably believe it is necessary to disclose data to for these purposes. We may also need to make and retain photocopies of passports, driving licenses or other identification that you provide for purposes relating to this Agreement. If you provide false or inaccurate information and fraud is identified, details may also be passed to law enforcement authorities that may use your data for their own purposes. In order to comply with applicable laws relating to fighting crime and terrorism, we may need to obtain and process information relating to the Signer of the Agreement, beneficial owners (where you are a company or other entity with a separate legal personality), Controllers and any contacts nominated by you to administer your relationship with us;
- (vi) carry out further credit checks whilst any money is owed by your Establishments to us (including contacting your Establishments' banks or building societies) and disclose information about the Establishments and the Signer of the Agreement to collection agencies and lawyers for the purposes of collecting debts due to American Express or, in any event, in order to defend American Express in any disputes with your Establishments;
- (vii) carry out further credit checks and analyse information about the Establishment and Charges to assist in managing the Establishment's relationship with us, authorising Charges and to prevent fraud;
- (viii) monitor and/or record your telephone calls to us or our calls to you, either directly or by reputable organisations selected by us, to ensure consistent servicing levels and operation and to assist, where appropriate, in dispute resolution;
- (ix) undertake all of the above in respect of any of your Establishment's locations;
- (x) undertake all of the above for the American Express group of companies within and outside Spain and the European Union, including countries such as the United States of America in which data protection laws may differ from those within the European Union. However, American Express has

taken appropriate steps to ensure an adequate level of protection as required by laws in the EU. Upon your request, we will inform you of what information we hold about you and provide it to you in accordance with applicable law. If you believe that any information we hold about you is incorrect or incomplete, you must promptly inform us by writing to our address provided in your application form. Any information which is found to be incorrect or incomplete will be corrected promptly. We keep information about you only for as long as is appropriate for the above purposes or as required by law. We will process such information as set out above either where the relevant individuals have consented to the specified purposes, in order to comply with a legal or contractual obligation, or because it is necessary for the purposes of our legitimate interests. Additional information in respect of the processing of personal data and rights arising in relation to such processing can be found in the Privacy Statement on our website [www.americanexpress.dk](http://www.americanexpress.dk).

#### **k. Collection and disclosure to Government Agencies**

You acknowledge and agree that our ultimate parent company is headquartered in the United States of America and, as such we are subject to the laws of that jurisdiction. You consent and agree to and shall provide to us all information (including personal data, if any) and/or sign all necessary documents (including properly executed and valid, applicable U.S. Internal Revenue Service forms) that we require to allow us or our Affiliates to collect, use, and disclose information to comply with all applicable laws of the United States of America and any other jurisdictions that are applicable to them, including, without limitation, U.S. tax laws. If, on request, you fail to provide to us the required information and/or documents, or if we are otherwise required by the applicable government agency, then you acknowledge that we may withhold payments to you and/or remit such funds to such government agency in order to comply with all laws of the United States of America and any other jurisdiction applicable to us and/or our Affiliates, including, without limitation, U.S. tax laws.

#### **l. Notices to American Express**

- (i) All notices to American Express hereunder must be in writing and sent by (a) hand delivery; (b) first class mail, postage prepaid; (c) expedited mail courier service; or (d) facsimile transmission. Notices will be deemed received and effective if (a) hand-delivered; upon sending; (b) sent by e-mail or facsimile transmission, upon sending; or (c) sent by mail, three Business Days after mailing. (ii) If you have an American Express account manager,

you should send notices to them. If you do not have an American Express account manager, you should send notices to the address provided in your application form.

#### **m. Notices to You**

- (i) All notices to you hereunder must be in writing and sent by (a) hand delivery; (b) first class mail, postage prepaid; (c) expedited mail courier service; (d) e-mail; (e) facsimile transmission; or (f) posting on your online merchant account. Notices will be deemed received and effective if (a) hand-delivered; upon sending; (b) sent by e-mail or facsimile transmission, upon sending; (c) sent by mail, three Business Days after mailing; or (d) if posted on your online merchant account, ten (10) Business Days after such notice is posted.
- (ii) We will send notices to you at the mailing address, e-mail address, or facsimile number you indicated on your application to accept the Card. You must notify us immediately of any change in your address. If you do not do so, and if we are unable to deliver notice to you at the address we have on file for you, you will be deemed to have received such notice even if returned to us.

#### **n. Suspicious Activity**

In the event that we identify suspicious activity or fraud on your merchant account or identify any security threats to your merchant account, we will notify you by the method that we determine is the most appropriate and secure method of communication in the circumstances. These methods include, but are not limited to, (a) hand delivery; (b) first class mail, postage prepaid; (c) expedited mail courier service; (d) e-mail; (e) facsimile transmission; (f) posting on your online merchant account ([www.americanexpress.co.uk/merchant](http://www.americanexpress.co.uk/merchant)); or (g) telephone calls.

#### **o. Rights of Third Parties**

Save as otherwise provided in this Agreement, no person who is not a party to this Agreement is entitled to enforce any of its terms, except that any of our Affiliates shall be entitled to and have a right to seek appropriate remedies and to enforce any rights or receive any benefits granted to it under this Agreement (including without limitation, the rights, benefits or provisions of any indemnity, warranty, limitation and/or exclusion of liability in this Agreement).

This Agreement may be changed without the consent of any of our Affiliates.

American Express Payments Europe S.L., Avenida Partenón 12-14, 28042, Madrid, Spain. A Spanish limited liability company (registered at Registro Mercantil Central) with tax identification number B88021431 and regulated and authorised by the Bank of Spain (Banco de España) with number 6883 for the provision of payment services.

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