

PayBill Terms and Conditions

The use of the PayBill services is subject to the terms and conditions set out in the PayBill authorization (the "Authorization") and these PayBill terms and conditions, which together constitute this "Agreement". By proceeding to utilize the PayBill services, you acknowledge and agree that you have received a copy, read, understood and agreed to the terms of this Agreement. If you do not agree to this Agreement, you must cancel the PayBill services. This Agreement is supplemental to your Cardmember Agreement.

In this Agreement: "we" "us" "our" and "Amex" means American Express International, Inc. and its successors and assigns; "you", "your" and "yours" means each holder of the Bank Account and the Basic Cardmember or customer, as applicable; "Card Account" means the Basic Cardmember's card account(s) indicated on the Authorization or shown within Online Services, any supplementary card(s) associated with a Basic Cardmember's card account(s), successor, additional or replacement card accounts, or another account that we permit, excluding any corporate card account(s); "Cardmember Agreement" means the Amex terms and conditions applicable to your Card Account; "Bank Account" means the Hong Kong Dollar bank account or such successor, replacement or other bank account, held solely in your name only, as you select and we permit; "Financial Institution" means the financial institution that provides the Bank Account to you; "; and "Statement" means the monthly billing statement for the Card Account.

By enrolling for the PayBill services, you authorize, agree and acknowledge as follows: You acknowledge that this Agreement is being entered into for our benefit and for the benefit of the Financial Institution, and is being entered into consideration of the Financial Institution agreeing to process pre-authorized payments drawn on the Bank Account. You warrant and guarantee us on a continuing basis that you have authority in respect of the Bank Account and you will immediately inform us of any change in the information provided to us.

You authorize us to debit the Bank Account from time to time, on the dates and for the amounts specified in your instructions to us and as we permit, with no prior written notice to you. Unless we inform you otherwise, payment of the minimum payment or statement balance as indicated on each Statement will not be reduced by the amount of any payments, returns or other credits to the Card Account after the payment due date shown on the Statement. If the Card Account is an American Express® Card, you (the Basic Cardmember) agree to provide this Agreement and all notifications related to this Agreement to all Supplementary Cardmembers, if applicable.

It is your responsibility to make payment arrangements, unless you are enrolled in the Autopay Program and your Statement indicates that we will request payment from the Bank Account. Your enrolment for the PayBill services may take up to approximately 15 days to be completed

depending on the institution that you bank with, and your first payment through the PayBill services can only take place after your enrolment is complete. Subject to this Agreement and availability of the PayBill services you can request a same day payment. Please allow at least 3 business days for payments to clear. Please note payments made after 4.30 pm on weekdays and payments made on weekends/public holidays will take longer to process and be reflected on your account. You will only be permitted to make one payment every 72 hours per Card Account. We reserve the right without notice to restrict or cancel availability of the PayBill services and limit the number or frequency of payments if the Card Account is past due. For example, we may not permit a requested same day payment and an additional payment within 72 hours thereafter. However, it is your responsibility to make your payment by the applicable due date or as required for your Card Account. We may restrict or cancel availability of the PayBill services as a result of any previous returned payment. The Bank Account may not be debited until a subsequent business day. Your Financial Institution determines when to debit the Bank Account.

It is your responsibility to ensure that sufficient funds are available in the Bank Account for any payments through the PayBill services and you shall be fully responsible for any overdraft on your Bank Account that may arise as a result of such payments. Although we may credit your Card Account for a payment, it may not appear on your Online Services summary of account until a subsequent day and the payment remains subject to clearing through the Financial Institution. We will reverse the payment to your Card Account if it is returned or dishonored for any reason. You agree that we may charge the Card Account and debit the Bank Account the amount as specified in your instructions in respect of each payment attempt that we make and that is returned, not honored immediately for its full amount, refused or otherwise fails for any reason. You authorize us to represent to the Financial Institution and debit the Bank Account for payments that were previously dishonored without further notice to you. We may also consider your Card Account to be in default under the terms of the Cardmember Agreement in the event of any such failure of a payment.

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

You cannot temporarily suspend the operation of this Agreement unless we permit you to do so at our discretion. You agree that at our discretion we may treat any cancellation of this Agreement or revocation of your authorization as a temporary suspension of this Agreement and permit you to reinstate this Agreement by advising us orally or in another form that we may require. We reserve the right to limit the number, frequency and nature of changes that you may make. Cancellation of this Agreement does not terminate the Cardmember Agreement or any other agreements or relieve you of any obligation to pay all amounts owing to us by a method of payment that is acceptable to us. This Agreement applies only to the method of payment and does not otherwise affect your obligations to us.

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

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

You consent to the collection of any personal information that may be contained on the Authorization and in our records and to the disclosure of such personal information to the Financial Institution, the financial institution at which we maintain the account to be credited in order to process payments, and any other third party service provider or agent engaged by Amex from time to time in the ordinary course of its business, as may be necessary in order to provide the PayBill services. We may provide you with communications about the PayBill services by email, within Online Services or other methods. For example, we may send confirmation of enrolment, cancellation, suspension or changes to the services by email or within Online Services.

To the extent permitted by applicable law, we shall not be liable to you or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever arising from or in connection with this Agreement (whether in contract, tort, strict liability, products liability or otherwise), including without limitation, lost revenues, loss of profits or loss or interruption of business. This provision shall survive termination of this Agreement. You are solely responsible for obtaining and maintaining your own compatible computer system, software, and communications lines which may be required by you to properly access these services and in accordance with all applicable laws and our requirements. Any telecommunications and other charges incurred by you in gaining access to these services are your sole responsibility. Technical and security requirements may change from time to time. We are not responsible for any misuse of these services by you or anyone else and you must maintain the security of your Online User ID and password. If the PayBill services are not available within your geographical location, you agree that your sole remedies are not to enroll in or to terminate using these services. You agree not to use these services for any illegal or abusive purpose or in any way which damages, interferes with or disrupts these services or any property of ours or a third party. You agree to immediately notify us of any use of the PayBill

services that is illegal, unauthorized, fraudulent or prohibited by this Agreement. We have made no warranty of merchantability, fitness for a particular purpose or non-infringement regarding the PayBill services and we make no warranty that these services will meet your requirements, be uninterrupted, timely or error free. Any use of the PayBill services is done at your own risk and you are solely responsible for any damages including without limitation to your computer or data or in the event that you are unable to make a payment, a payment is late or we do not receive your payment. For example, but without limitation, we are not responsible and will have no liability if Pay by Phone or Pay by Online or Mobile is unavailable when you request or attempt to make a payment.