

Cardmember Terms and Conditions

1. Acceptance/Subject Matter of the Agreement

This Agreement sets out the terms and conditions for your use of the International Dollar or Euro Corporate Card. Please read it very carefully and keep it for your reference. By submitting an Application Form (or, if earlier, signing or using the Card), you agree to the terms of this Agreement. If we make any changes to this Agreement you will be deemed to have accepted them subject to the “Changes” section of this Agreement.

This Agreement is open ended, it has no fixed duration and will continue until you or we end it. You can request a further copy of this Agreement free of charge at any time during the term of the Agreement and if you do, we can make copies available via the Programme Administrator. This Agreement and all Communications between you and us concerning this Agreement will be in English.

2. Definitions

In this Agreement:

“**Account**” or “**Corporate Card Account**” means any account we maintain in relation to the Card;

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

“**Agreement**” means this agreement with you;

“**American Express Entity**” means each of our Affiliates and “**American Express Entities**” means any one or more American Express Entity;

“**Application Form**” means the Account application form completed by you;

“**Card**” means the American Express International Dollar or Euro Corporate Card or any other Account access device we issue for the purpose of accessing your Account to purchase goods and/or services for Your Company’s business purposes;

“**Card Anniversary Date**” means the day each year of the anniversary of Card membership;

“**Cash Advance**” means the withdrawal of cash in any currency through a range of methods including Express Cash and any other cash products as agreed separately with us;

“**Charges**” means all and any payments made using a Card or transactions otherwise charged to your Account and includes Cash Advances (where we have agreed with Your Company), purchases, fees, commissions, interest, taxes and all other amounts you and/or Your Company (dependent on which liability structure is chosen for the Account, please see “Liability for Charges” section of this Agreement) have agreed to pay us or are liable for under this Agreement;

“**Code(s)**” means each of your Personal Identification Number (PIN), telephone code(s), on-line passwords and any other codes or authentication methods established for use on your Account, as specified by us from time to time;

“**Communications**” means Statements, notices (including changes to this Agreement), servicing messages, disclosures, additional copies of this Agreement if requested and other communications;

“**Merchant(s)**” means a company, firm or other organisation accepting American Express Cards as a means of payment for goods and/or services;

“**Online Statement Service**” means our internet-based service that we make available to you to obtain or review your Statements;

“**Programme Administrator**” means the person designated by Your Company to act on its behalf in (i) the administration of the American Express Corporate Card programme; (ii) communicating with us about Corporate Card Accounts including

your Account and; (iii) passing on to you certain information we provide in relation to the Card and your Account as explained within this Agreement;

“**PSA**” means the Payment Services Act 16/2009, dated 13 November 2016 as may be amended, consolidated, re-enacted or replaced from time to time;

“**Recurring Charges**” means where you allow a Merchant to bill your Account for a specified or unspecified amount, at regular or irregular intervals for goods or services;

“**Replacement Card**” means a renewal or replacement Card issued to you by us;

“**Security Information**” means your user ID and its associated password, and any other authentication method specified by us from time to time, for use of our Online Statement Service; “**Statements**” means statements sent by us in respect of your Account during the relevant billing period;

“**We**”, “**our**” and “**us**” means American Express Europe, S.A.U, a company registered in the Commercial Registry of Madrid (Spain), Volume 15,348, sheet 204, pager number M - 257407, Tax Identification Number A82628041, with its registered address at Av, del Partenón , 12 - 14 Campo de las Naciones, 28042 Madrid, Spain, authorised by the Bank of Spain under the PSA, number of authorisation 6837, for the provision of payment services, including its successors and assignees;

“**You**”, “**you**” and the “**Cardmember**” means the person whose name appears on the Card; and

“**Your Company**” means the company, business or firm that we have an agreement with for the provision of the Card and by whom you are authorised to incur business expenditure on the Card. Additional definitions can be found in the Agreement.

3. Use of the Card/Code(s)

a. You agree that your Account will be debited when you present the Card to a Merchant that accepts the Card as payment and you:

- i) enter your PIN or sign a paper slip issued by the Merchant;
- ii) provide your Card number and related Card or Account details by following the Merchant’s instructions for processing your payment, and any other authentication method specified by us from time to time, in the case of online, telephone, mail order purchases, Recurring Charges or through any other device such as telephone boxes and parking permit dispensers;

iii) conclude an agreement with a Merchant and you consent to the Merchant charging your Account for an amount that is specified in such agreement;

iv) authorise a contactless Charge by passing your Card over a contactless card reader or authorise a Charge requested through digital wallet technology; or

v) verbally consent, or confirm your agreement, to all or part of a Charge after the Charge has been submitted.

You cannot cancel Charges once you have authorised them, except for Recurring Charges which can be cancelled for the future. Please see the “Recurring Charges” section of this Agreement.

b. We may impose and vary limits and restrictions on your use of your Card for contactless or digital wallet technology Charges such as a maximum amount for each Charge, day, statement period or otherwise or a requirement to enter your PIN after a certain number or value of contactless or digital wallet technology Charges.

c. To prevent misuse of your Account and the Card, you must ensure that you:

- i) sign the Card as soon as received;
- ii) keep the Card secure at all times;
- iii) regularly check that you still have the Card in your possession;

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- iv) do not let anyone else use the Card;
 - v) retrieve the Card after making a Charge;
 - vi) never give out the Card details, except when using the Card in accordance with this Agreement; and
 - vii) when transferring the number of the Card in payment for a Charge (online or mail order purchases), comply with the applicable instructions and recommendations issued by us or an American Express Entity on each occasion.
- d. To protect your Codes (including your PIN), you must in each case ensure that you:
- i) memorise the Code;
 - ii) destroy our communication informing you of the Code (if applicable);
 - iii) do not write the Code on the Card;
 - iv) do not keep a record of the Code with or near the Card or Account details;
 - v) except as may be required if you allow another service provider to obtain authorised access to, or to make authorised Charges from, your Account in accordance with the PSA, do not tell the Code to anyone or otherwise allow access to it (except for the telephone code established for use on your Account which may be provided to us when you contact us by telephone);
 - vi) do not choose a Code (if you select a Code) that can easily be associated with you such as your name, date of birth or telephone number; and
 - vii) take care to prevent anyone else seeing the Code when entering it into an electronic device (including an ATM).

4. Permitted Uses

- a. You are the only person who may use the Card. The Card is issued to you solely for the purchase of goods and services for Your Company's business purposes.
- b. You may use the Card, subject to any restrictions set out in this Agreement, to pay for goods and services from Merchants, except where Your Company has restricted use of the Card at a Merchant.
- c. If we have agreed with Your Company, you may also, in accordance with the agreement we have with Your Company, use your Account and the Card to obtain Cash Advances solely for the business purposes of Your Company.

5. Prohibited Uses

- a. You must not:
 - i) give the Card or Account number to any person or allow them to use the Card or Account for Charges, identification or any other purpose, other than to give your consent to a transaction in accordance with the "Use of the Card/Code(s)" section of this Agreement;
 - ii) allow another person to use the Card or Codes for any reason;
 - iii) return goods or services obtained using your Account or Card for a cash refund. If permitted by the Merchant, goods and services charged to a Card may be returned to the Merchant for a credit to that Card;
 - iv) use the Card to obtain cash from a Merchant for a Charge recorded as a purchase;
 - v) obtain a credit to your Account except by way of a refund for goods or services previously purchased on your Account;
 - vi) use the Card if you are bankrupt or insolvent or if you do not honestly expect to be able to pay us any sums you owe us under this Agreement;
 - vii) use the Card if you know or could be reasonably expected to know that Your Company is insolvent, wound up, if an administrator or administrative receiver has been appointed or it is subject to any other form of insolvency procedure;

- viii) use the Card or your Account to obtain cash unless we have agreed with Your Company separately to permit Cash Advances;
 - ix) use a Card which has been reported to us as lost or stolen until such time as we issue a new Card or new Account details (in which case you must use the new details) or we otherwise confirm that you may resume use of the Account/Card;
 - x) use a Card after it has been suspended or cancelled, after the Account expires or after the 'valid thru' date shown on the front of the Card;
 - xi) use the Card for any purpose other than the genuine purchase of goods and/or services (or Cash Advances, if applicable);
 - xii) use the Card to purchase anything for the purpose of re-sale unless we have previously agreed to this with Your Company; or
 - xiii) use the Card to purchase anything from a Merchant that Your Company or any third party related to Your Company have any ownership interest in, where such ownership interest does not include shares quoted on a recognised stock exchange.
- b. Subject to the "Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account" section of this Agreement, you will be responsible for any prohibited use of your Account even if we did not prevent or stop the prohibited use, unless otherwise provided by law.

6. Cash Advances

- Participation in the Express Cash Service (or any Cash Advance facility), which allows you to obtain Cash Advances, is permitted for use with your Card if Your Company permits and will be governed by a separate agreement with Your Company. Your Company is solely liable to us for all Cash Advances. If we agree with Your Company to allow you to obtain Cash Advances and Your Company enrolls you in our Express Cash Service (or any other Cash Advance facility), then:
- i) you will only be entitled to withdraw cash for the legitimate business purposes of Your Company;
 - ii) Your Company may by notification to us stop you from using the Express Cash Service (or any other Cash Advance facility) at any time and Cash Advances will no longer be available to you;
 - iii) Your Company must enrol you in the Express Cash Service (or any other Cash Advance facility) and obtain a Code to access ATMs that accept the Card;
 - iv) we may impose limits and restrictions on Cash Advances such as the minimum and maximum limits that apply to Cash Advances for each Charge, day, Statement period or otherwise;
 - v) participating financial institutions and ATM operators may also impose their own limits and restrictions on Cash Advances such as limits on the number of Cash Advances, the amount of each Cash Advance and access to and available services at ATMs;
 - vi) we reserve the right, without cause and without providing any notice to you, to terminate your access to Cash Advances and ATMs, even if the Account is not in default;
 - vii) fees apply for Cash Advances and are set out in the "Fees" section of this Agreement. The ATM provider may also charge a fee; and
 - viii) you must comply with any instructions Your Company provides to you in relation to Cash Advances.

7. Statements and Queries

- a. Unless the Card is subject to "Full Corporate Liability" as described in the "Liability for Charges" section of this Agreement and Your Company is responsible for centrally settling payment of your Account with us, we will make available to you, in the manner set out in the "Communicating with You" section of this Agreement, Statements periodically and at least once a month if there has been any Account activity. Unless we agree with Your Company

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otherwise, if you enrol in, or if we enrol you automatically in, our Online Statement Service your Statement is available to you online. We may also make your Statement available via the Programme Administrator. Terms and conditions apply to your use of our Online Statement Service and are set out in the “Online Statement Service” section of this Agreement. Your Statement will show important information about your Account, such as the outstanding balance on the last day of the Statement period, the payment due, the payment due date, the currency conversion rate and applicable fees and will include Charges made by you.

- b. Always check each Statement for accuracy and contact us as soon as possible if you need more information about a Charge on any Statement. If you have a question about or a concern with your Statement or any Charge on it, inform us immediately by contacting us through the Programme Administrator or directly on the number provided in the “Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account” section of this Agreement. We will normally expect this to be within one (1) month of receipt of your Statement.
- c. If you or Your Company does not query a Charge that you believe is unauthorised or incorrectly executed within this period, or in some cases within up to thirteen (13) months, you and/or Your Company, dependent on which liability structure is chosen for the Account (please see the “Liability for Charges” section of this Agreement), may be liable for this unauthorised or incorrectly executed Charge. If we request, you agree to promptly provide us with written confirmation of your question or concern and any information we may reasonably require that relates to your question or concern.
- d. You agree we may send you notices, including notices of variation of this Agreement, with your Statement (whether online or paper copy).

8. Online Statement Service

- a. If you are enrolled in our Online Statement Service you may access the service via our website, using your Security Information. You will not receive paper Statements unless we have reason to send you one such as if your Account is overdue. You must access the Online Statement Service regularly and check it for any new Statements.
- b. If you do not receive or are unable to access a Statement, regardless of the reason, where you are liable to make payment to us (please see the “Liability for Charges” section of this Agreement), this shall not affect the payment obligations under this Agreement. It is your responsibility to contact us in such circumstances to obtain relevant information in order to fulfil any payment obligations.
- c. Each online Statement is kept available online for six (6) months. You can print out your statement data and/or download it for future reference.
- d. You are responsible for obtaining and maintaining your own compatible computer system, software, and communications lines required to properly access the Online Statement Service. We have no responsibility or liability in respect of your software or equipment.
- e. You are responsible for all telecommunications and similar charges incurred by you in accessing and using the Online Statement Service.
- f. We may alter the facilities available under the Online Statement Service at any time. We will inform you of these changes and any corresponding changes to Online Statement Service terms and conditions in accordance with the “Changes” section of this Agreement.

- g. Your Security Information is confidential to you and must not be shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Statement Service by you or anyone else nor for any disclosure of confidential information by us where you have failed to take reasonable precautions to protect your Security Information.
- h. We may terminate or suspend the use of an Online Statement Service at any time. We will give you prior notice of any withdrawal or suspension of the Online Statement Service in accordance with the “Changes” section of this Agreement except (i) in circumstances beyond our control; (ii) in the event of suspicion of unauthorised use or breach of the terms of use for an Online Statement Service; or (iii) for security reasons.
- i. We will not be responsible if any information made available via the Online Statement Service is not available or is inaccurately displayed due to systems failure, interruptions in the communications systems or other reasons outside of our control.
- j. When your Statement is made available through the Online Statement Service, we will send you a notification to the e-mail address you have provided to us to advise you that your Statement is ready to view online.
- k. If we detect that the e-mail address you have provided is invalid, the e-mails that are sent to your address are returned or are not received by you, we may revert to sending you printed Statements through the post or may attempt to contact you or Your Company. Our action or inaction does not limit your or your Company’s obligations under this Agreement.
- l. We will not be responsible where any e-mail sent to you under this Agreement is not received by you due to your e-mail address having changed or being invalid or due to systems failure, interruptions in the communications systems or other reasons outside our control.
- m. If you do not receive your notification e-mail, you are required to obtain your Account balance either by logging on to our Online Statement Service via our website or calling the Customer Service telephone number printed on the reverse of the Card.
- n. The fact that you have not received our e-mail notification or you have not been able to access your Statement online does not constitute an exception to your obligation to pay your Account balance on time.
- o. You may cancel participation in the Online Statement Service at any time and, in this case, paper Statements will be provided or made available by mail or by another means agreed with you.

9. Fees

- a. The fees that apply to your Account are set out below. We are entitled to charge these fees to your Account when due.
- b. A maximum Card membership annual fee of \$/€100 for the Corporate Green Card, \$/€200 for the Corporate Gold Card is payable annually for each membership year. The first Card membership annual fee is payable on the first Statement date after the Card is issued and then on the Statement date following the beginning of each membership year unless we agree with you and Your Company otherwise. A membership year starts on the Card Anniversary Date and ends on the day before the next Card Anniversary Date.
- c. A late payment fee is payable in the following circumstances:
 - i) 2% or US\$/€10 (whichever is higher) on all amounts you still owe after thirty (30) days from your Statement date; and
 - ii) 2.5% or US\$/€25 (whichever is higher) on all amounts you still owe after sixty (60) days from your Statement date.

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- d. If your Account is sixty (60) days or more overdue for payment and we cancel the Card and close your Account, we will charge a fee of US\$/€95 for reinstatement of the Card and your Account.
- e. We will also charge your Account for any reasonable costs we incur in recovering overdue payments. These costs may be added to the outstanding sum and include the cost of using third parties, such as a firm of solicitors, and any costs they themselves incur in trying to recover a debt on our behalf.
- f. If your Account is paid with a cheque or direct debit and your bank does not honour the cheque or the direct debit, we will charge you for any reasonable costs we incur.
- g. If you make a Charge that is submitted to us in a currency other than US Dollars or Euros, or if we receive a refund in a currency other than US Dollars or Euros, we will apply a currency conversion rate to the Charge or refund to which a fee of 2.99% for International Dollar Corporate Card will be applied, 2.7% for International Euro Corporate Card will be applied or as otherwise disclosed by us. Please see the “Charges in a Foreign Currency” section of this Agreement.
- h. A Statement Copy Fee of US\$/€3 plus VAT may be payable if you request paper copies of Statements, for each copy provided.
- i. A Cash Advance Fee of US\$/€10 or 4% (whichever is the greater) of the amount of any cash you request is payable by Your Company under the agreement we have with them for Cash Advances. A fee may also be charged by the provider of any ATM you use in obtaining cash.
- j. A Rewards Fee of US\$/€36 inclusive of VAT is payable annually after your first membership year.
- k. We may, at any time, as a continuous right, without prior notice and before and after demand, set off against any credit on your Account any amount due by you to us on any other account you have with us and to do so may convert to one currency any amount which is in a different currency.

10. Right to Change Fees and Commissions

We may change the circumstances in which any of the fees on your Account are charged, the amount of those fees and introduce additional fees in accordance with the “Changes” section of this Agreement.

11. Charges in a Foreign Currency

- a. International Dollar Corporate Card:
 - i) If you carry out a Charge that is submitted to us in a currency other than US Dollars, or if we receive a refund in a currency other than US Dollars, that Charge or refund will be converted into US Dollars using the American Express Exchange Rate (as described below). The conversion will take place on the date the Charge or refund is processed by us, which may not be the same date on which you authorise the Charge or the date of the refund as it depends on when the Charge or refund was submitted to us.
 - ii) Unless a specific rate is either required by applicable law, or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates 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 fee of 2.99% will be applied or as otherwise disclosed by us. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at an exchange rate, and may include a commission or charge, selected by them. You should check the fees and charges before completing the Charge to ensure that you do not pay more than necessary.

- b. International Euro Corporate Card:
 - i) If you carry out a Charge that is submitted to us in a currency other than Euro, or if we receive a refund in a currency other than Euro, that Charge or refund will be converted into Euro using the American Express Exchange Rate (as described below). The conversion will take place on the date the Charge or refund is processed by us, which may not be on the same date on which you authorise the Charge or the date of the refund as it depends on when the Charge or refund 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 U.S. Dollar amount into Euro. If the Charge or refund is in U.S. Dollars, it will be converted directly into Euro.
 - ii) Unless a specific rate is either required by applicable law, or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates 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 fee of 2.7% will be applied or as otherwise disclosed by us. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at an exchange rate, and may include a commission or charge, selected by them. You should check the fees and charges before completing the Charge to ensure that you do not pay more than necessary.
- c. International Dollar and Euro Corporate Cards:

The American Express Exchange Rate is set daily between Monday and Friday, except Christmas Day and New Year’s Day. 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 or refund as the rate applicable is determined by the date on which the Merchant or ATM operator, in the case of Cards which can be used at ATMs, submits a Charge or refund to us which may not be the date on which you authorise the transaction or a refund is made. Fluctuations can be significant. The American Express Exchange Rate may be found by logging onto your online account to access the Foreign Transaction Calculator.

12. Liability for Charges

- a. You and/or Your Company shall be liable to us for all Charges in accordance with the liability type that is identified in the Application Form or that Your Company has otherwise agreed with us in writing. Subject to the terms of the “Cash Advances”, “Statements and Queries” and “Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account” sections of this Agreement:
 - i) “Full Corporate Liability” means, Your Company shall be fully liable to us for all Charges;
 - ii) “Combined Liability” means Your Company and you shall be jointly and severally liable for all Charges incurred by you; provided, however, that Your Company shall not be liable for Charges (a) incurred by you that are personal in nature and which did not accrue a benefit to Your Company or (b) for which Your Company has reimbursed you; and
 - iii) “Individual Liability” means that, except as otherwise expressly provided in this Agreement, you are liable to us for all Charges.
- b. Regardless of the liability type or settlement option identified in the Application Form or that Your Company has agreed with us in writing, you may be able to make settlement for Charge on your Card.

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13. Payment

- a. All Charges are due and payable to us in full in US Dollars for International Dollar Corporate Card or Euros for International Euro Corporate Card on the date set out on your monthly Statement.
- b. Any payment made in any currency other than US Dollars or Euros, if accepted by us, is converted into US Dollars or Euros. This will delay the credit to your Account and may involve the charging of currency conversion fees.
- c. Payments will be credited to your 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 payment due date.
- d. We may, at our discretion, accept late or partial payment in full or payment in settlement of a dispute. In so doing we do not lose or consent to vary any of our rights under this Agreement or under the law.
- e. We will normally apply payments to your Account firstly to the amounts that have appeared on your Statement and secondly to amounts that have not yet appeared on your Statement. For servicing, administrative, systems or other business reasons, we may apply payments to your Account in some other order or manner that we may determine at our discretion. You agree that we may do so in a way that is favourable or convenient to us.
- f. We do not pay any interest on positive balances on your Account.

14. Card is Our Property

The Card is only valid for the time period stated on the Card. Although you use the Card on your Account, the Card remains our property at all times. You may be asked to destroy the Card by cutting it up or returning the Card to us or anyone we ask to take it on our behalf, including Merchants. We may also inform Merchants that the Card is no longer valid.

15. Replacement Cards

- a. A Replacement Card will be sent to you if the Card is lost, stolen, damaged, cancelled, renewed or switched to a different card type. The Card may also be cancelled or no further Charges permitted without a Replacement Card being issued.
- b. You authorise us to send you a Replacement Card before the current Card expires. You must destroy any expired Cards by cutting them up or returning them to us. This Agreement as amended or replaced continues to apply to any Replacement Cards we issue.
- c. Please note that we do not provide Replacement Card information (such as Card number and Card expiry date) to Merchants.

16. Recurring Charges

- a. In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Merchant in the case of a Card being cancelled, you may wish to contact the Merchant and provide your Replacement Card information or make alternate payment arrangements.
- b. Recurring Charges may be automatically charged to a Replacement Card without notice to you in which case You and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) are responsible for any such Recurring Charges but please note that we are not obliged to provide Replacement Card information (such as Card number and Card expiry date) to Merchants.
- c. To stop Recurring Charges being billed to your Account, you may wish to advise the Merchant in writing or in another way permitted by the Merchant.

- d. You may contact us on +44 (0) 1273 868 900 if you wish to cancel a Recurring Charge. You must notify us no later than the close of business on the business day before the Recurring Charge is due to be made to the Merchant.
- e. If we permit, you may allow us or our agent to enrol you with a Merchant for Recurring Charges. You will remain responsible to make other payment arrangements until the Recurring Charges begin to be applied to your Account.

17. Acceptance of Charges by Us

- a. We may require Charges to be approved by us before they are accepted by a Merchant.
- b. Each Charge is approved based on the expense level and credit history of all of your and/or Your Company's accounts established with us, as well as on your credit history with other financial institutions and your personal resources and income known by us.
- c. Even though your Account may not be in default, we may refuse any request for approval of a Charge, on reasonable grounds for example where we suspect unauthorised, improper and/or fraudulent use, due to technical difficulties, security concerns, unusual spending behaviour, increased risk that you and/or Your Company may not be able to pay your Account in full and on time (including without limitation, exceeding limits that we impose on Your Company's outstanding obligations to us such as global credit limits that apply to some or all Cards), late payment, problems reported by the credit reference agency or if the use of the Card is prohibited pursuant to the "Prohibited Uses" section of this Agreement. Where possible, we may provide you, at your request, our reasons for any refusal for approval. You may contact us on +44 (0) 1273 868 900.

18. Use of Personal Information

The following terms apply to the processing of your Data (for additional information in respect of such processing, please refer to the Privacy Statement on our website business.americanexpress.com/uk):

- a. To the extent necessary, we may (i) exchange information about you (including your personal data), your Account and Charges on your Account (including details of goods or services purchased) ("Data") within the American Express Entities, including their agents, processors and suppliers; to Your Company (including the Programme Administrator) or its Affiliates, including their agents and processors; to any party authorised by you; to your bank, building society or payment card issuer; to local regulatory authorities; to companies who distribute the Card; to any other party whose name or logo appears on the Card; and to Merchants used by you, and/or (ii) otherwise process your Data (including profiling), in each case in order to administer and service your Account or the American Express Corporate Card programme, process and collect Charges on it and manage any benefits, insurance, travel or other corporate programmes in which you or Your Company are enrolled, or for security, anti-fraud and regulatory purposes.
- b. American Express Entities, other companies and appointed processors specifically selected by us will have access to and may process the Data (including profiling) to develop lists to allow us to make relevant offers to you (by mail, e-mail, telephone or via the internet), provided that you have opted in to it where required. We may (i) anonymise the Data (ii) consolidate the Data from various American Express Entities and/or (iii) aggregate your Data and other cardmembers' data in order to manage, maintain and develop our overall relationship with you. The Data used to develop these lists may be obtained from the Application Form and process, from the Charges on the

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- Card, from surveys and research (which may involve contacting you by mail, e-mail, telephone or via the internet provided that you have opted in to it where required) and other sources such as Merchants or marketing organisations.
- c. Recognising that the Card is only to be used for business purposes we may use information about you, your Account and Charges made using the Card, to prepare reports and statistics to enable Your Company to uphold an effective administration and procurement policy, as well as in order to fulfil contractual obligations towards Your Company, this may also include information on outstanding debt. Such reports and statistics may be made available to Your Company (including the Programme Administrator and designated employees) or its Affiliates, including their agents and processors for the purposes of administration of the American Express Corporate Card programme and includes detailed information per transaction like your name, Card number, transaction descriptions (including for example dates, values and currencies), information on Merchant and Merchant industry.
 - d. Unless your Account has “Full Corporate Liability” as described in the “Liability for Charges” section of this Agreement we may:
 - i) exchange the Data with credit reference agencies (“CRAs”). If you owe us money and do not repay in full or on time, we may tell CRAs to record the outstanding debt. This information may be used to make decisions about offering products such as credit and credit-related services and other facilities to you or another individual with an existing financial association with you and for preventing fraud and tracing debtors;
 - ii) carry out credit checks while any money is owed on your Account (including contacting your bank, building society or approved referee) and disclose the Data to collection agencies and lawyers for the purpose of collecting debts on your Account; and/or
 - iii) carry out further credit checks, including at CRAs, and analyse your Data to assist in managing your Account, to approve Charges, to develop risk management policies, models and procedures, and to prevent fraud or any other unlawful activity. These CRA searches may be seen or used by other organisations to assess your ability to obtain credit or to comply with their legal obligations.
 - e. We may exchange the Data with fraud prevention agencies such as the UK Card Association and the CIFAS. If you give us false or inaccurate information resulting in fraud, this may be recorded for security purposes. These records may be used by us and other organisations to make decisions about offering products such as credit and credit-related services, motor, household, life and other insurance products to you and any other party with financial association with you, to make decisions about insurance claims made by you or any other party with a financial association with you, trace debtors, recover debt, prevent fraud and money laundering and manage your accounts or insurance policies.
 - f. We, and reputable organisations selected by us, may monitor or record your telephone calls to us or ours to you to ensure consistent servicing levels (including staff training) and account operation, to assist in dispute resolution and follow up on your contractual requests.
 - g. We may undertake all of the above both within and outside the UK and the European Union (“EU”). This includes processing your information in the USA in which data protection laws are not as comprehensive as the EU. In these cases, please note that we always take appropriate steps to ensure an adequate level of protection as required by laws in the EU.
 - h. We use advanced technology and well-defined procedures to help ensure that your Data is processed promptly, accurately and completely.
 - i. We will process your Data as set out above either where you consent to those specified purposes, to comply with a legal or contractual obligation, or because it is necessary for the purposes of our legitimate interests.
 - j. In certain instances, you have the right to access, update, and change or correct, or erase your Data. You may also be entitled to restrict how we use your Data and you may also be able to object to your Data being used. Where you have consented to us using your Data, you may withdraw that consent at any time. You may also have the right to receive information about you in a way that can be “ported” elsewhere. In addition:
 - i) If you wish to opt-out of marketing programmes, we recommend you update your privacy preferences by logging in to business.americanexpress.com/uk. Alternatively, you can write to us at American Express, Dept. 68, 1 John Street, Brighton, BN88 1NH.
 - ii) You have the legal right of access to your personal records held by CRAs and fraud prevention agencies. We will supply the names and addresses of the agencies we have used upon request to American Express, New Accounts Dept (OCU), Dept. 149, 1 John Street, Brighton BN88 1NH.
 - iii) If you believe that any Data that we hold about you is incorrect or incomplete, you should write without delay to American Express, Dept 2007, 1 John Street, Brighton, BN88 1NH. Any Data which is found to be incorrect or incomplete will be corrected promptly.
 - k. We keep Data about you only for so long as is appropriate for the above purposes or as required by applicable law. If you ask, we will provide you with information on the Data we hold about you in accordance with applicable law.

19. Insurance

You may benefit from insurance taken out by us with third party insurance providers. The continuing provision, scope and terms of the insurance benefits may be changed or cancelled by us or the third party insurance provider at any time during the term of this Agreement. Wherever possible, we will give you or Your Company at least sixty (60) days advance notice of any detrimental changes to or cancellation of the insurance benefits.

20. Communicating with You

- a. Communications will be made available to you by post, e-mail, SMS, insertion of the relevant note in the Statement (or Statement insert) or via the Online Statement Service or through links on webpages accessible via the Online Statement Service or any combination of these and you agree that it is your responsibility to access all such Communications. You must maintain a valid mailing address and phone number in our records for your Account (except as set out below). You also agree that we may communicate with you via Your Company or Programme Administrator by post, e-mail, SMS, insertion of the relevant note in the Statement (or Statement insert) or via the Online Statement Service (or through links on webpages accessible via the service) that we may establish from time to time, in which case a Communication to Your Company or Programme Administrator about the Card, Account or this Agreement will be deemed to be a notification from us to you.
- b. Where the Card is subject to “Full Corporate Liability” as described in the “Liability for Charges” section of this Agreement and Your Company is responsible for centrally settling payment of your Account with us directly, we may give notice of changes to our Corporate Card programme to Your Company on your behalf and not to you personally.

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- c. You must keep us up to date with your name, e-mail addresses, postal mailing address and phone numbers and other contact details for delivering Communications under this Agreement. 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.
 - d. You must inform us of any changes to other information previously provided to us such as information you provided when you applied for your Account. You also agree to give us any additional information we reasonably request.
 - e. All electronic Communications that we provide including Statements will be deemed to be received on the day that we send the notification e-mail or post the Communication online even if you do not access the Communication on that day.
 - f. If we have been unable to deliver any Communication or a Communication has been returned after attempting to deliver it via an address or telephone number previously advised to us by you or the Programme Administrator, we will consider you to be in material breach of this Agreement and may stop attempting to send Communications 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.
 - g. Your Company may provide us with your contact details including your telephone number(s), e-mail and home address for the purposes of managing your Account.
- 21. Complaints and Problems with Goods and Services Purchased**
- a. If you have a complaint or problem with a Merchant or any goods or services charged to your Account, you and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) must still pay all Charges on your Account and settle the dispute directly with the Merchant.
 - b. If you have any complaints about your Account or the service you have received from us, please contact our Customer Relations Department at American Express, Department 66, 1 John Street, Brighton, BN88 1NH. Details of our complaints handling procedures are available on request.
 - c. If you are unable to resolve your complaint with us and have received a final response from us confirming this, you may be entitled to refer it to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Details of eligible complainants can be obtained from the Financial Ombudsman Service, which will usually only review your complaint if you refer it within six (6) months of the date of our final response.
 - d. We do not use any third party dispute resolution service to resolve complaints made under this Agreement. All complaints will be dealt with in accordance with our internal complaints handling procedures and you will receive a final response from us confirming our response to your complaint.
- 22. Lost/Stolen Cards, Incorrectly Executed Transactions and Mis-use of Your Account**
- a. You must tell us immediately by telephone at +44 (0) 1273 868 900 if:
 - i) a Card is lost or stolen;
 - ii) you know a Card or Replacement Card has not been received;
 - iii) you suspect that someone else has learnt a Code;
 - iv) you suspect that your Account is being misused or a Charge has not been authorised;
 - v) you suspect that a Charge has been processed incorrectly;
 - vi) your Card is used for a contactless or digital wallet technology Charge without your authorisation;
 - vii) you discover, after reviewing your Statement, that a Recurring Charge has been charged to your Account which you previously requested the Merchant or us to cancel.
 - b. If a Card is reported lost or stolen we will cancel the Card and issue a Replacement Card. If a lost or stolen Card is later found, it must not be used and must be cut in two or otherwise destroyed immediately.
 - c. You or Your Company's maximum liability for any unauthorised Charges on the Card is US\$50 for International Dollar Corporate Card or 50 Euros for International Euro Corporate Card, unless you:
 - i) did not comply with this Agreement (including the 'Use of the Cards/ Codes' section) intentionally or because you were grossly negligent. For example, if you fail to take reasonable steps to keep the Card's security features safe; or
 - ii) have acted fraudulently. For example, if you gave the Card and/or Codes to another person to use, then you may be liable for the full amount of any unauthorised Charges.
 - d. Provided you have not acted fraudulently, then you will not be liable to us for any unauthorised Charges once you have notified us.
 - e. You agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You also agree that we may provide information to the authorities.
 - f. If there are errors in a transaction and this is our fault, we will reverse the Charge and restore your Account as if the transaction had not taken place. We reserve the right to resubmit the correct transaction amount.
 - g. If upon contacting us, you wish to dispute a transaction, we will initiate an inquiry and place a temporary credit on your Account in the amount of the transaction. Once investigations are complete, we will adjust your Account accordingly.
 - h. In the event that we suspect any suspected or actual fraud has been carried out on your Card or that there is any security threat to your Card, including the circumstances set out in this section, we will contact you using the contact details you have provided to us.
- 23. Refunds for Authorised Transactions**
- a. This section only applies to Charges at Merchants in the European Economic Area.
 - b. You can request a refund for a Charge if at the time that you agreed to the Charge, you did not know the exact amount of the transaction and the amount which appears on your Statement is greater than the amount you reasonably expected.
 - c. You must submit your request for a refund within eight (8) weeks from the Statement date on which the Charge applies.
 - d. We will investigate your request for such a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the Charge. You must give us all the information we reasonably require about the circumstances of the Charge and we may give this information to other companies or people investigating the matter.
 - e. We will within ten (10) business days of us receiving from you complete information and documentation about your dispute including information we may require confirming that your dispute relates to a Charge falling within this section, either provide a refund or an explanation for our refusal to do so. We reserve the right to adjust your Account accordingly.
- 24. Limitation of Our Liability**
- a. Nothing in this Agreement shall limit or exclude any liability (and no limitation or exclusion of liability shall apply to any liability) of any party:
 - i) for death or personal injury caused by the negligence of a party or its employees, agents or subcontractors;

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- 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 (a) above, we will not be responsible or liable to you or Your Company 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 to accept a Card, the imposition by a Merchant of conditions on the use of the Card or the manner of a Merchant's acceptance or non-acceptance of the Card;
 - ii) goods and/or services purchased with the Card or their delivery or non-delivery;
 - iii) 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; and
 - iv) defects or faults in relation to ATMs.
- c. Subject to (a) above, we will not be responsible or liable to you or Your Company 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 you or any member of Your Company; 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.

25. Changes

- a. We may change any provision of this Agreement including (i) any fees and Charges applicable to your Account and introduce new fees and Charges or change the circumstances in which they are applied and (ii) the services we provide to you, from time to time.
- b. We will give you at least two (2) months' notice in advance of any changes. 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 any changes to this Agreement, you can terminate your Account at no cost before the date on which the changes will take effect.
- c. You will be liable for all Charges (including fees and late payment fees) up to the date your Account is closed.
- d. If we have made a major change or many minor changes in any one year, we may make available to you an updated copy of this Agreement or a summary of the changes.

26. Suspension

- a. We may immediately stop or suspend you from using any Card and/or your Account on reasonable grounds related to: (i) the security of the Card or 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; and/or (iii) a significantly increased risk that you and/or Your Company (as applicable) may not be able to pay us any amounts due under this Agreement in full and on time. 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 "Communicating with You" section of this Agreement 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 Card or Account, and subject to the "Liability for Charges" section of this Agreement you and/or Your Company (as applicable) 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 will remove the suspension on the Card or Account when the reasons for the suspension have ceased to exist. You may tell us by telephone on +44 (0) 1273 868 900 when you believe the reasons for the suspension have ceased to exist.

27. Default

- a. We may treat your Account as being in default at any time in the event that you and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) fail to comply with the obligations under this Agreement or our Agreement with Your Company such as a failure to make any payment when it is due or if any form of payment is returned or not honoured in full.
- b. We may also consider your Account to be in default at any time if any statement made by you and/or Your Company to us in connection with your Account was false or misleading, you and/or Your Company breach any other agreement that you and/or Your Company may have with us or with any of our Affiliates, or if bankruptcy or other creditor proceedings are threatened or initiated against you and/or Your Company or we have any reason to believe that you and/or Your Company may not be creditworthy.
- c. The inclusion of previously billed minimum payments and/or any portion of dishonoured payments shown on a Statement will not constitute a waiver by us of any default.
- d. In the event of any default, you and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) will also be responsible for all reasonable costs incurred by us or our agents including collection, collection agency and legal adviser fees and costs, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

28. Membership Rewards® Programme

You may enrol in the Membership Rewards Programme (called "MR Programme") unless Your Company has chosen not to participate. If you enrol, you agree to comply with the MR Programme terms and conditions, including any fees for participation in the MR Programme.

29. Contactless and Digital Wallet Technology

Cards issued on the Account may be equipped to enable contactless payments. Contactless payments enable you to incur Charges by simply holding your Card against a card reader without having the Card swiped or imprinted. We may deactivate contactless payments at any time. We may permit you to use mobile or other digital wallet technology (provided by a third party or by any of our Affiliates) to request Charges. Use of the digital wallet technology may be subject to further terms of use, but this Agreement still applies to any Charges you request using such technology.

30. Transfer of Claims

- a. Although we may have no obligation to do so, if we credit your Account in relation to your claim against a third party such as a Merchant, you are automatically deemed to have assigned and transferred to us, any 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 your Account. You hereby give consent in advance to such assignment, without any further notification being required.

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- b. After we credit your Account, you agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your Account.
- c. You agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require and permitting us to share such information with third parties (including, without limitation, your Data). Crediting your Account on any occasion does not obligate us to do so again.

31. You May Close Your Account

- a. You or Your Company on your behalf may end this Agreement at any time. If you do not wish to be bound by this Agreement, please destroy or return the Card to us and inform us that you wish to cancel the Card and end this Agreement.
- b. Any annual fees paid in respect of the year in which your Account is closed will, subject to the “Payments” section of this Agreement, be returned to your Account taking into consideration the length of time until your next Card Anniversary Date.

32. We May Close Your Account or Cancel Any Card

- a. We can end this Agreement or cancel any or all Cards by giving you two (2) months’ written notice. We can end this Agreement immediately if you have broken this Agreement or if your employment with Your Company is terminated or a decision is taken to terminate your employment. If we take such action, you and/or Your Company (dependent on which liability structure is chosen for the Account, see the “Liability for Charges” section of this Agreement) will still be obligated to pay all amounts owing on your Account.
- b. This Agreement will end immediately and automatically upon termination of the agreement between Your Company and us pursuant to which this Agreement has been entered into. We shall not be responsible for notifying you of the termination of the agreement between Your Company and us. It is Your Company’s duty to inform you of termination of the agreement entered into between Your Company and us.
- c. We may decline to renew the Card issued to you without notice where you have not used it for a period of at least twelve (12) months. If this happens, this Agreement will not automatically terminate. You may request that we issue you a new Card within twelve (12) months of the expiry of the Card under this section. If you do not request a new Card within this time, we will close your Account and this Agreement will terminate. If we do so, we will notify you at least two (2) months prior to cancellation.

33. Consequences of Any Termination

- a. If this Agreement ends for any reason, you and/or Your Company (dependent on which liability structure is chosen for the Account,

see the “Liability for Charges” section of this Agreement) must pay all money you owe us immediately, including unbilled Charges that may not be shown on your last Statement and ensure the discontinuation of use of your Account. We will only close your Account when you and/or Your Company have paid off all amounts you owe us.

- b. You and/or Your Company (dependent on which liability structure is chosen for the Account, see the “Liability for Charges” section of this Agreement) will continue to be responsible for all Charges made using your Account until you and/or Your Company (as applicable) has paid off all amounts you and/or Your Company (as applicable) owe us and your Account is no longer used.

34. No Waiver of Our Rights

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.

35. 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. You consent to this and we may do this without giving you notice beforehand.
- b. Your rights under this Agreement and your legal rights will not be affected.
- c. If we do so, or intend to do so, you agree that we can give information about you and your Account to the third party or related party.
- d. You are not entitled to transfer all or any part of your rights or obligations under this Agreement to a third party.

36. Severability

If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties’ obligations which will continue as amended.

37. Governing Law and Exchange Control

- a. This Agreement is governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over all parties to the Agreement. However, where you have liability under this Agreement, you agree that we can carry out collection proceedings in any country where you may be living.
- b. You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the Card and Account.

38. Taxes, Duties

You and/or Your Company must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any Charge on your Account or any use of the Account by you.