

# AccessLine: Additional Authorised Corporate Purchasing Card(s) for HK AccessLine



CLEAR FORM

Please complete the form in CAPITAL LETTERS and provide to your American Express sales or account manager.

## SECTION 1 - BUSINESS DETAILS

Please provide the details of the business that will be utilising the AccessLine service, this should be the same business as the Corporate Purchasing Card account you currently hold with American Express.

Registered Business Name (full legal entity name)	Business Registration Number
Business Trading Name	Hong Kong AccessLine Client ID (if known)

## SECTION 2 - AUTHORISED CORPORATE PURCHASING CARDS(S) FOR ACCESSLINE TRANSACTIONS

Please list below the American Express International, Inc. Hong Kong issued Corporate Purchasing Card(s) or Global Dollar Card you would like to utilise.

### Corporate Purchasing Card 1

Name as it appears on the Card

American Express Card Number □□□□ □□□□□□ □□□□□□	Expiry Date (MM/YY) □□ / □□
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**Cardmember Signature:**

By signing below you provide authority for your card to be charged for HK AccessLine transactions. Signing below also confirm you have read and understood the HK AccessLine Terms and Conditions.

### Corporate Purchasing Card 2

Name as it appears on the Card

American Express Card Number □□□□ □□□□□□ □□□□□□	Expiry Date (MM/YY) □□ / □□
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**Cardmember Signature:**

By signing below you provide authority for your card to be charged for HK AccessLine transactions. Signing below also confirm you have read and understood the HK AccessLine Terms and Conditions.

### Corporate Purchasing Card 3

Name as it appears on the Card

American Express Card Number □□□□ □□□□□□ □□□□□□	Expiry Date (MM/YY) □□ / □□
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**Cardmember Signature:**

By signing below you provide authority for your card to be charged for HK AccessLine transactions. Signing below also confirm you have read and understood the HK AccessLine Terms and Conditions.



### SECTION 3 - DECLARATION OF AUTHORISED SIGNATORY

1. As an authorised signatory, by signing below, I request American Express to process and approve this form.
2. I agree that I have read, understood and agree to the American Express AccessLine and Wire Transfer Terms and Conditions.
3. I understand and agree that American Express is entitled to require receipt of cleared funds before finalising the wire transfer.
4. I authorise American Express to obtain credit reports as its discretion from credit reporting agencies on our business, or where appropriate, conduct commercial reports on individuals if my business is stated as a Sole Proprietorship.
5. I understand it is an offence under the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance to knowingly provide false, incomplete or misleading information.
6. As the individual signing below I confirm that I/we are authorised to sign this form and that all information provided is correct.
7. By providing our American Express issued card(s) details and signing this form, I authorise the users provided on this form or additional Users, advised in the future, to utilise the Cards provided as a settlement method for wire transfer transactions, both International and Domestic supplier payments. This authorisation will remain in force until terminated by us through written notice to American Express by email or post.
8. Information about other individuals (e.g. Authorised Users or other Card members);  
We agree that where we have provided American Express with personal information about another individual in this form we will make sure that the individual has seen, understood and agreed to:
  - American Express receiving their personal information for the purposes for which we have collected the information;
  - their ability to access information in accordance with the Privacy Data (Privacy) Ordinance and they will contact American Express if they think the information is inaccurate, incomplete or out-of-date and;
  - the contact details of the American Express Privacy Officer.
9. I acknowledge that a copy of the Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Notice") has been provided to me and is also available [www.americanexpress.com/hk/en/content/personal-information-collection-statement.html?inav=hk\\_footer\\_personalinfo](http://www.americanexpress.com/hk/en/content/personal-information-collection-statement.html?inav=hk_footer_personalinfo). I understand that the Notice explains how Amex will handle my personal information, sets out the purposes for which my personal information will be used, to whom my personal information may be disclosed, summarizes my rights under the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) (including my right to opt-out from the use of my personal information for direct marketing purposes) and gives details of an Amex Officer to contact about my personal information in accordance with the terms of this form, the American Express Corporate Purchasing Cardmember Agreement and the Notice, subject to my specific selections in this form.
10. I acknowledge and agree that any information provided by me in this form, at Amex's request, or otherwise collected during the operation of my account(s) with Amex may be disclosed to, or used and retained by: (i) Amex and any third party or agent engaged by Amex, to provide services to Amex in its normal course of business for the purpose of operating and performing credit assessments on and managing my Corporate Purchasing Card account(s), subject to obligations of confidentiality and data security; (ii) any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling it to provide such information to other institutions: (a) in order that such other institutions may carry out credit and other status checks (whether in relation to the provision of credit or other services by Amex or by such institutions); and (b) to assist them to collect debts; (iii) any third party whose name or logo appears on the Corporate Purchasing Card; and (iv) the company and its affiliates and their respective service providers and/or processors. I agree that Amex and Asia Miles Limited (and their related companies) may also exchange my information or information relating to transactions in my account(s), including using it to calculate, verify, provide, record and determine my eligibility for benefits. Such use and transfer of information is necessary to ensure acceptability and efficient provision of Card services.
11. I understand that I am entitled at any time to request access to information Amex holds about me or my Account and to update and correct such information. I understand that Amex may impose a modest charge to cover the costs of complying with access requests, and that I may make such requests in writing to the Amex Data Protection Officer, 18F, Cityplaza 4.12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

### AUTHORISED SIGNATORIES

An Authorised Signatory is an individual with authority to enter into a contractual agreement on behalf of the registered business set out in Section 1 of this Additional Authorised Corporate Purchasing Card(s) for HK AccessLine form.

#### Authorised Signatory 1

Full Name	Position/Title
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Signature	Date (DD/MM/YYYY) <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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#### Authorised Signatory 2

Full Name	Position/Title
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Signature	Date (DD/MM/YYYY) <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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### Client Service Centre

Phone: +852 3106 3955 Fax: +852 2277 3817 Email: [fxiphongkong@aexp.com](mailto:fxiphongkong@aexp.com)

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These Terms and Conditions apply to all AccessLine wire transfers carried out by American Express International, Inc., (“**American Express**” or “**we**” or “**our**” or “**us**”) at the request of the client named in Section 1 of the AccessLine: Wire transfer settlement via American Express Corporate Purchasing Card(s) Application Form (the “**American Express AccessLine Application Form**”) (“**you**” or “**your**”).

By signing the American Express AccessLine registration form, you:

- declare that you are not a legal entity that is incorporated in the United States; and
- agree to be bound by these Terms and Conditions.

## Section A - AccessLine Terms and Conditions

### 1. ACCESSLINE

- a) You acknowledge and understand that AccessLine is not a credit line provided by American Express International Inc., in its capacity as a holder of a Money Service Operator Licence AccessLine provides you with a payment method to settle wire transfers via your pre-registered American Express® Corporate Purchasing Card(s) issued in Hong Kong by American Express International Inc.
- b) If we have approved you to settle wire transfers via your pre-registered American Express Corporate Purchasing Card(s) (the “**Card(s)**”), you agree to be solely and fully liable for all charges on the Card(s) with respect to wire transfers made on behalf of you by AccessLine Authorised Users (as named in the American Express AccessLine Application Form).
- c) You agree to restrict authorised users to charge the Card(s) for the purpose of paying for your wire transfer only to AccessLine Authorised Users. You shall ensure that all AccessLine Authorised Users comply with these Terms and Conditions and all AccessLine Authorised Users must submit an order for a wire transfer, to be settled via the registered Card(s), by phone and fax.
- d) You will be charged a service fee of up to 2.4% of full payment amount by the issuer of the Card(s) for wire transfers via the Card(s) (the “**Trade Service Fee**”). The Trade Service Fee will be notified to you before acceptance of the foreign exchange quote and upon the submission of each wire transfer order to be settled via the pre-registered Card(s). The Trade Service Fee will be charged together with the wire transfer amount to the relevant Card Account.
- e) You acknowledge that the exchange rates for your wire transfers will be specific to you.
- f) You understand that the Card(s) statement will show the total amounts incurred (on behalf of the client) with respect to wire transfers and will not show the names of AccessLine Authorised Users charging the Card.
- g) You agree that settling charges on the Card for wire transfers may require a different expense reimbursement process than your usual process for settling charges on the Card(s) as you are solely and fully liable for all charges on the Card(s) with respect to wire transfers on your behalf. It is important that you consult with the card member if a different expense reimbursement process is required for settling wire transfers made on your behalf before registering the Card(s) for AccessLine.
- h) Only the following companies can be added as payment beneficiaries for wire transfers which are settled via the Card(s):
  - i. companies who you will complete legitimate business transactions with and where there is an associated purchase of goods or services; and
  - ii. companies that are not part of your company, are not owners of your company or have any stake in your company; and
  - iii. companies who have gone through an on-boarding process (under which American Express reserves the right to decline to on-board any beneficiary at its own discretion); and
  - iv. companies from which you have received legitimate invoices and you can provide such invoices or supporting documentation or information to American Express upon the request of American Express and by no later than 2 days before intended payment for the wire transfers needs to be made.

The Card(s) cannot be used to settle wire transfers for funding purposes or company to company transfers.

- i) American Express reserves the sole right and discretion to decline your registration request submitted via the American Express AccessLine registration form or any order for a wire transfer to be settled via the Card(s), without providing any reason whatsoever.

## 2. SENDING AN ACCESSLINE PAYMENT

**There are two steps to send wire transfers. The first step is to agree to an exchange rate. The second step is to provide American Express with the payment instructions, including the account and beneficiary details.**

### Step 1:

You can obtain a quote for an exchange rate by contacting us on +852 3016 3955 and speaking with one of your Relationship Manager. Please note an exchange rate is agreed and binding at the time you verbally accept the exchange rate. Once you confirm agreement to the exchange rate, you can only cancel the wire transfer in accordance with the 'Cancellation' section of this document.

### Step 2:

You must send the beneficiary instructions or remitting instructions to us by fax or email, using our standard "AccessLine Wire Transfer Request Form" before we can transmit the wire transfer. If sending by fax, the form must be faxed to us at +852 2277 3817. Upon receipt of your fax or email instructions, the signatory(ies) authorising the payment will be checked against our records.

If you fail to provide payment instructions, via any of the above methods, on the day you agree to an exchange rate, American Express reserves the right to cancel the transaction, in accordance with the 'Cancellation' section of this document.

## 3. PROVIDING ACCESSLINE PAYMENT INSTRUCTIONS

**It is important to have accurate and complete details when sending a wire transfer. Mandatory information that is required to be completed by the customer on the 'AccessLine Wire Transfer Request Form':**

- Complete name and address of beneficiary or remitter's financial institution - no abbreviations or PO boxes will be accepted. SWIFT Code for the beneficiary or remitter's financial institution must also be included.
- Complete name and address of beneficiary or remitter – no abbreviations or PO boxes will be accepted.
- Beneficiary's financial institution account number including any additional identifiers (e.g. IBAN for the European Union).

Once you have initiated your first AccessLine wire transfer payment to a particular beneficiary, this beneficiary information will be stored in our system for future use.

## 4. CUT-OFF TIME

Each currency has different market specific cut-off times. To understand more about cut-offs for your particular payment needs, please contact us at +852 3016 3955. While the beneficiary of an wire transfer generally receives payment within 24-48 hours after the transaction has been released, the payment can take up to 72 hours in certain circumstances, or longer especially when sending payments to exotic destinations.

## 5. PAYMENT CONFIRMATION

We have the ability to send completed Transaction Confirmations via email. If you do not want to receive transaction confirmations or you do not want your suppliers to receive transaction confirmations from American Express please contact us at +852 3016 3955. If you receive an email confirmation of a payment which is incorrect, please contact us immediately at +852 3016 3955.

## 6. CANCELLATION

If you had agreed to an exchange rate and wish to cancel this agreement, and American Express has not released your transaction, we will reverse the foreign exchange position we have entered into on your behalf. This may result in additional costs. These costs are derived from the difference between the original exchange rate agreed by you and the cancellation rate American Express can source at the time of cancellation. If the wire transfer has already been released by American Express, it is only possible to recall funds with the approval of the beneficiary account holder. This process normally takes a minimum of one week and longer on occasions.

If a customer wishes to cancel a wire transfer which had been released, a cancellation fee is applicable. In addition to American Express fees, there may be a charge made by the beneficiary's financial institution and/or any intermediary financial institution. In addition to these fees and charges, you may also have to pay an amount which represents the difference in funds credited back to our account if there is an adverse change in exchange rate between the time American Express processes the transaction and the cancellation. Depending on exchange rate fluctuations, the amount refunded back to you could be substantially different from the original amount of the transaction.

If you fail to provide American Express with full payment instructions for a wire transfer by close of business on the day the rate was agreed, we reserve the right to reverse the foreign exchange buy/sell position we have entered into on your behalf and charge you any additional costs we may incur as a result. Alternatively, American Express can amend the value date of this rate agreement at its discretion. If this action is taken we reserve the right to adjust the previously agreed rate to reflect the rate of the new value date.

It is your responsibility to ensure your Card account has sufficient limits available to fund this transaction. We reserve the right to cancel this agreement and charge you any additional costs we may incur as a result. Alternatively, American Express can amend the value date of this rate agreement at our discretion. If this action is taken, we reserve the right to adjust the previously agreed rate to reflect this new value date.

To cancel an agreed foreign exchange position or a wire transfer which has been released, contact us immediately at +852 3016 3955. All costs associated with cancelling an agreed foreign exchange position must be paid by you, immediately, on the same day the action is taken.

## 7. YOUR OBLIGATIONS

- a) You agree to use the AccessLine in accordance with these AccessLine Terms and Conditions and the terms of any other relevant or related agreement(s) and/or terms and conditions that you have entered into with American Express.
- b) You agree to only use the Card(s) which have been preregistered with American Express to settle wire transfers via your American Express Cards.
- c) Unless otherwise agreed in writing between you and American Express, you agree to use the Card(s) in accordance with the relevant American Express Corporate Purchasing Card Conditions – Hong Kong and any other Terms and Conditions with which you have entered into with American Express in respect of the Card(s).
- d) You will provide full details of any new beneficiary, as required by American Express, and you shall provide such details by no later than five (5) business days in advance of instructing us to remit funds to that beneficiary for the first time.

## 8. NO LIABILITY

- a) You understand that American Express is only providing a means of payment for the wire transfer and will not be liable or responsible in any way for the wire transfer or for any liability or expense that you may incur in relation to the wire transfer.
- b) You acknowledge that it is your responsibility to satisfy yourself that the goods and services provided in relation to the wire transfer meet your requirements.
- c) You agree to indemnify American Express against all claims by third parties arising out of the wire transfers.

## 9. DISPUTES

- a) If you use the AccessLine services to pay a beneficiary, we will not be liable for any defective goods or services supplied by that beneficiary or any loss caused to you by that supply including for example, non-delivery of goods or services. You agree to resolve any such disputes directly with the beneficiary with any required adjustments in relation to the disputes to be made between you and the beneficiary and you release American Express and its affiliates from any liability whatsoever for any such dispute or complaint. Notwithstanding any other section of this Terms and Conditions, you agree that you will have no entitlement to request American Express to dispute the wire transfer or to withhold or recover money from the beneficiary.
- b) You agree that, except in the case of fraudulent transactions for which American Express is proven to be at fault, American Express will under no circumstances be required to reverse or charge back any charges on the Card(s) relating to the wire transfers.
- c) You agree that you must pay American Express the full amount for any disputed charges in relation to the wire transfers and not withhold any amount pending dispute resolution under any agreement between you and the beneficiary.

## 10. RISKS

Payments may be delayed or become lost if incomplete or inaccurate payment instructions are provided. In the event of cancellation, any refund will be calculated at the current exchange rate on date of receiving the refund which may cause a foreign exchange gain or loss depending on the movements in exchange rates.

For fax/email instructions, you should be careful as there is a risk fraudulent instructions can be made by someone who has access to your business details and a copy of authorised users' specimen signatures. We reserve the right to implement additional security checks at any time.

We use a range of correspondent financial institutions to enable payments to be effected. There is a risk that payments may be delayed by one or more of these institutions due to factors outside our control. As the fees set by third party processing institutions vary, the amount of the payment actually received by the beneficiary may not necessarily be the same as requested.

# Section B - General Terms and Conditions

## 1. FEES AND CHARGES

You agree to pay all fees and charges in relation to processing a wire transfer. These fees and charges include those disclosed in the Terms & Conditions, but may also include fees and charges which a third party charges us for processing a wire transfer on our behalf. You acknowledge that in some cases the third party may not charge us a fee, but will instead deduct this fee from the amount the beneficiary receives. We also reserve the right to suspend or cancel your AccessLine facility immediately if any outstanding amounts or fees and charges owing on any wire transfer remain unpaid; or we have reasonable cause to believe that you will be unable to pay us any outstanding amounts or fees and charges owing on any wire transfer. We will notify you if we exercise our right to suspend or cancel your AccessLine facility.

## 2. PHONE AND FAX/EMAIL INSTRUCTIONS

You authorise us to rely upon and act on your behalf in accordance with any phone, fax or email instructions, provided that:

- in the case of the phone, the instructions are provided to us by an Authorised User;
- in the case of a fax, the instructions are signed by you or the signature appears reasonably similar to the specimen signature of one of your Authorised Users;
- in the case of an email, the instructions are sent via an authorised email address that has previously been registered with us. When attaching the "AccessLine Wire Transfer Request Form", the form must be signed by you or the signature appears reasonably similar to the specimen signature provided by one of your Authorised Users."; and
- we reserve the right, at our discretion, to request additional information relating to any transaction or to decline to carry out any transaction, in which case we shall not be liable to you for the delay or non-completion of the transaction. We are not obliged to enter into any transactions with you.

You acknowledge that once you confirm agreement to the exchange rate, you can only cancel the wire transfer in accordance with the 'Cancellation' section of the Terms & Conditions.

Failure to provide payment instructions, via any of the above methods, on the day you agree to an FX rate, may result in American Express cancelling your transaction.

We reserve the right, at our discretion, to request additional information relating to any transaction or to decline to carry out any transaction, in which case we shall not be liable to you for the delay or non-completion of the transaction. We are not obliged to enter into any transactions with you.

## 3. SANCTIONS

Please note that under Hong Kong and U.S. laws, we cannot send payments to certain sanctioned countries or to individuals and businesses prohibited under Hong Kong and U.S. laws. Under certain U.S. laws, funds forwarded to us for onward transmission to U.S. sanctioned countries, individuals or businesses may be retained by us pending an appropriate license from the U.S. government.

## 4. DELAYED PAYMENT

We are unable to guarantee receipt of funds by the recipient within the standard clearing process timeframe, as the transaction may be delayed by factors outside of our control, such as inaccurate payment instructions and/or delays by third party financial institutions. The standard timeframes are provided by way of indication only. You agree that we are not liable for any costs, losses or damages if a payment is delayed and we have acted on your instructions in good faith.

## 5. CURRENCY REQUIREMENTS

Depending upon the currency you need to send, and/or the country you are sending it to, it is important you familiarise yourself with the regulatory requirements of these jurisdictions prior to making a payment. Many countries including but not limited to Indonesia, Republic of Korea, and China have specific requirements when sending payments to their country. It is important you know what type of additional detail some of these countries request as part of the payment instruction to ensure a successful delivery. American Express cannot be held responsible for delays as a result of insufficient regulatory information being included on a payment instruction. Furthermore, some country regulation requires American Express to provide documentation supporting the nature and reason for the payment. We are therefore entitled, at any time, to request such information from you. In order to understand more about the requirements of the countries where you are required to make international payments, please contact us at +852 3016 3955.

## 6. COMMUNICATIONS

All notices or other communications given by us to you if:

- sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left; or
- communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
- sent to the Primary Contact(s) will be deemed to be received by you.



## 7. INDEMNITY

You agree to indemnify us and keep us indemnified against any claim, action, demand, loss, damage, cost, expense, or liability incurred by or threatened against us as a direct or indirect result of or in connection with any wire transfer, including without limitation, if we act or fail to act on any phone or fax instruction whether or not such instruction is issued by you, except to the extent caused by our own negligent, reckless or wilful conduct.

## 8. LIABILITY

You agree that if any wire transfer is rejected by the payee financial institution or if we cancel your transaction or facility in accordance with these Terms and Conditions, you are liable to pay to us any amount then owing in relation to that transaction or account, including any outstanding fees and/or costs or expenses we incurred in terminating the transaction or cancelling your account.

## 9. LIMITATION OF LIABILITY

You agree that we shall not be liable to you or any third party for:

- a) any performance, delay or failure which is due to a cause beyond our reasonable control including, without limitation, delays in receipt of payment instructions and other details, delays in receipt of cleared funds, failure of any communications system or delays caused by a third party. We use funds transfer services of third party licensed banks, and shall not be liable for any failure or error in such services.
- b) Any loss of profits or any incidental, indirect, consequential, punitive or special damages, regardless of how they arise; and/or any amount in excess of 10,000 HKD.

## 10. SET-OFF

You agree that we or our related bodies corporate are entitled to set-off and withhold any monies we or our related bodies hold for you or your related bodies or owe you or your related bodies against any amounts you or your related bodies are obliged to pay us or our related bodies corporate under these Terms and Conditions or under any other agreement. You also agree that we are entitled to set-off any credit, or amount we have debited your account for any reason, against any debt or amount you owe us, including amounts owed for any foreign exchange or money transfer transactions. We may exercise this right of set-off in our complete discretion where the debt owed to us has been outstanding for more than 5 business days. If a set-off is effected under this clause, we will inform you of the remaining balance(s) (if any), then owing on all of your account(s) held with us.

## 11. COMPLIANCE WITH LAW

You acknowledge that American Express is subject to various legal obligations (such as anti-money laundering and sanctions) in the markets in which it operates, and declare that your instructions will not breach any laws in Hong Kong or any other country. American Express may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction may breach any law in Hong Kong or any other country.

## 12. SEVERABILITY

If any term of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered in-effective where possible without modifying the other terms of these Terms and Conditions.

## 13. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with Hong Kong laws. You irrevocably submit to the nonexclusive jurisdiction of the Courts of Hong Kong.

## 14. PRIVACY AND DATA PROTECTION

- a) You understand and agree that we will process, analyse and use information about you and the use of Card(s) and the AccessLine facility extended to you and may combine that information with information from other sources, for example, in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise wire transfers and prevent fraud.
- b) We will keep all information about you only for so long as is appropriate for the purposes of these Terms and Conditions or as required by law.
- c) We may disclose information about you to the extent necessary to extend the AccessLine facility, to computerised reservation systems, to suppliers of goods and services, to any entity that controls, is controlled by, or is under common control with us, including its subsidiaries, and their appointed representatives and licensees (together, "Affiliates"), and receive such information from these parties.
- d) We may disclose information about you to our bank or other payment service providers or payment systems selected by us to the extent necessary to permit the invoicing and payment for the AccessLine facility.

- e) We may, in accordance with local law, monitor and/or record telephone calls to or from you, either by ourselves or by reputable organisations selected by us.
- f) For the purposes of this section, information includes, in respect of individuals, personal information. Upon your request to our Data Protection Officer (Corporate Purchasing Card), we will also provide you with information we hold about you.
- g) You agree that in order to service you we may transfer information including personal information confidentially to our Affiliates and other organisations which issue or service American Express Cards. You also agree that we may transfer personal information to other countries for processing and servicing and that we may disclose personal information to third parties who provide services to us, subject to appropriate conditions of confidentiality.
- h) The person to whom requests for access to data or correction of data and for information regarding policies and practices and kinds of data held are to be addressed is as follows:

**The Data Protection Officer**

American Express International, Inc., Hong Kong Branch  
18/F City Plaza 4, 12 Taikoo Wan Road, Hong Kong

## 15. DISPUTE RESOLUTION

American Express is committed to customer satisfaction as part of its service philosophy. We have established internal procedures to resolve the complaints regarding our products. If you have a complaint about the service or products provided to you, please address your complaint via email to: [fxiphongkong@aexp.com](mailto:fxiphongkong@aexp.com)

## 16. CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS OR TERMINATION

- a) We may remove, change or add to the provisions of these Terms and Conditions at any time by notice to you. Such removal, changes or additions may be communicated to you by email, by fax, or by post.
- b) 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 these Terms and Conditions, you can terminate these Terms and Conditions in accordance with Clause (c) below.
- c) You may terminate your participation in the settlement of wire transfer transactions via the Card(s) by giving us no less than 30 days prior written notice. We may without giving any reason terminate your participation in the settlement of wire transfers and these Terms and Conditions at any time with or without notice to you. Upon termination, you will not use or attempt to use the Card(s) to settle wire transfers.



# American Express International, Inc., Hong Kong Branch and its subsidiaries (“Amex”)

## NOTICE TO CUSTOMERS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE “ORDINANCE”)

- a)** From time to time, it is necessary for customers to supply Amex with data in connection with (i) the opening or continuation of accounts (including merchant accounts), (ii) the establishment or continuation of credit and/or charge card accounts, and (iii) the provision of travel, concierge, insurance and merchant services (hereinafter collectively the “Services”) by Amex. For the purposes of this document, the term “customers” includes individuals holding cards issued by Amex (“Cardmembers”) and where the context so requires, individuals at establishments accepting cards issued by Amex for payment (“Merchants”).
- b)** Data may also be collected from customers or generated about them in the ordinary course of the continuation and operation of the account relationship and the provision of other Services, for example, when Cardmembers make purchases using the card or when Merchants contact us for servicing requests.
- c)**
- i. The purposes for which Amex may use a customer’s personal data are divided into obligatory purposes and voluntary purposes (each as set out in the paragraphs below). If personal data are to be used for an obligatory purpose, the customer MUST provide his personal data to Amex if he wants Amex to provide the Services. Failure to supply such data for obligatory purposes may result in Amex being unable to open or continue account relationships, to establish or continue credit facilities, or to provide other Services.
  - ii. If personal data are only to be used for a voluntary purpose, the customer can tell Amex not to use his personal data for that purpose and Amex will not do so.

## OBLIGATORY PURPOSES

- d)** The obligatory purposes for which data relating to a customer may be used are as follows:
- i. processing applications for the Services, the daily operation of the Services and credit facilities provided to customers;
  - ii. conducting credit checks at the time of application for credit and subsequently at regular intervals for as long as the account(s) remain open;
  - iii. creating and maintaining Amex’s credit scoring models;
  - iv. assisting other financial institutions to conduct credit checks and collect debts;
  - v. ensuring ongoing creditworthiness of customers;
  - vi. designing financial services or related products for customers’ use;
  - vii. determining amounts owed to or by customers;
  - viii. collection of amounts outstanding from customers and those providing security for customers’ obligations;
  - ix. meeting or complying with obligations, requirements, recommendations and instructions to make disclosure under:
    1. any law or regulation binding on Amex, any of its subsidiaries or associated entities or American Express Company and its subsidiaries and affiliates (Amex, American Express Company and such subsidiaries, associated entities and affiliates, collectively, “Amex Group”);
    2. any guidelines or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which Amex, any of its branches or Amex Group companies are obliged or expected to comply;
    3. any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement bodies, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the Amex Group (together the “Authorities” and each an “Authority”);
  - x. enabling an actual or proposed assignee of Amex, or participant or sub-participant of Amex’s rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - xi. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with Amex Group companies and/or any other use of data and information in accordance with any Amex Group wide programmes for compliance with sanctions or prevention or detection of crime, money laundering, terrorist financing or other unlawful activities; and
  - xii. purposes directly relating to any of the above purposes.

## VOLUNTARY PURPOSES

### e) Use of Data in Direct Marketing

Amex wish to use customers’ data for direct marketing and Amex must obtain the consent of its customers (which can include an indication of no objection) for that purpose.

In this connection:

- i. the name, telephone number, email address, mailing address, financial background, demographic data, products and services portfolio information and transaction pattern and behaviour of customers may be used by Amex for direct marketing;
- ii. the following classes of products, services and subjects may be marketed:
  1. credit/charge card, insurance and travel related products and services;
  2. reward, referral, loyalty or privilege programmes and related products and services;

3. Cardmember benefits, promotional offers\* and products and services offered by Amex, Amex Group companies and Amex's merchants, business partners (including third party insurance companies and reward, loyalty, privilege programmes providers), co-brand partners and affinity groups (such merchants, business partners, co-brand partners and affinity groups, collectively, "Amex Partners"); and
  4. Merchant products and services, including incentives and offers; and
- iii. the above products, services and subjects may be provided by Amex, Amex Group companies and/or Amex Partners.
- f) In addition to marketing the above products, services and subjects itself, Amex also provides and/or intends to provide the name, telephone number, email address, mailing address, products and services portfolio information and transaction pattern and behaviour of customers to all or any Amex Group companies and Amex Partners for use by them in marketing those products, services and subjects, and Amex must obtain the written consent of its customers (which can include an indication of no objection) for that purpose.
- g) The provision of a customer's data to the other persons in paragraph (f) above may be for Amex's gain.
- h) Amex, Amex Group companies and Amex Partners may also, from time to time, engage third parties to provide marketing services on their behalf, and may share the customer's data described in paragraph (e)(i) above with these third parties for such purposes.
- i) Amex, Amex Group companies and Amex Partners may carry out "matching procedures" (as such expression is defined in the Ordinance) in Hong Kong or overseas for the marketing purposes described in paragraphs (e) and (f) above.

\* By "Cardmember benefits" and "promotional offers", we mean products, services, reward, referral, loyalty or privilege programmes and other benefits that may be offered by Amex, Amex Group companies and Amex Partners for the purposes of marketing the Amex Card and the Amex Group companies and/or Amex Partners' businesses. It is not possible to be specific about what these products, services, reward, referral, loyalty or privilege programmes and other benefits may be because Amex Partners are involved in a very wide range of commercial enterprises. However, examples of typical Cardmember benefits and promotional offers include discount offers at hotels, airlines, restaurants, retail and online outlets.

**If a customer is currently receiving direct marketing from Amex but does not wish Amex to continue to use or provide to other persons his personal data for use for direct marketing, the customer may, without charge, exercise his opt-out right by notifying Amex.**

**Cardmembers may make the opt-out request by completing the Opt-Out Form at the end of this Notice and returning the duly completed form to Amex. Cardmembers may also manage or change their marketing preferences by contacting Amex at the number printed on the back of their Amex card (where applicable) or +852-2277 1010 or logging on to American Express Manage-Your-Card-Account (MYCA) at [www.americanexpress.com/hk/en/marketingpreference](http://www.americanexpress.com/hk/en/marketingpreference).**

**Merchants may make the opt-out request, and manage or change their marketing preferences by contacting Amex at +852 2277 2277.**

- j) Data held by Amex relating to a customer will be kept confidential but Amex may provide such information to (1) all the following parties (whether within or outside Hong Kong) - for the purposes set out in paragraph (d) above and (2) if the customer agrees, the parties specified in paragraph (vii) below - for the purposes set out in paragraph (e) above:
- i. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment clearing or other services to Amex in connection with the operation of its business;
  - ii. any other person under a duty of confidentiality to Amex (including without limitation other Amex Group companies) which has undertaken to keep such information confidential;
  - iii. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - iv. credit reference agencies, and, in the event of default, debt collection agencies;
  - v. any person to whom there is an obligation, requirement, recommendation or instruction to make disclosure for the purposes set out in, or in connection with, or as otherwise provided by, paragraph (d)(ix) above;
  - vi. any actual or proposed assignee of Amex or participant or sub-participant or transferee of Amex's rights in respect of the customer;
  - vii. provided the customer has agreed to the use of his personal data for direct marketing, to Amex Group companies and Amex Partners (and also including third parties engaged by Amex, Amex Group companies and Amex Partners to provide marketing services on their behalf), for marketing purposes (including informing customers of services which Amex believes will be of interest to customers); and
  - viii. to any other parties whom the customer has expressly or impliedly authorized Amex to make such disclosures as may be reasonably necessary or expedient to procure or fulfill the customers' request(s) for Services.
- k) Further to paragraph (j)(iv) above, Amex may check consumer credit data about its Cardmembers or their guarantor(s) held by TransUnion Limited or any other credit reference agency as applicable for the purpose of considering whether to grant Cardmembers credit and/or reviews or renewals of existing credit facilities to Card members. The matters Amex will be considering if accessing these consumer credit data for the purpose of reviews will be an increase in the credit amount, cancellation of credit or a decrease in the amount of credit available or putting in place a scheme of arrangement with relevant Cardmembers and/or their guarantor(s). Amex may also access such consumer credit data about Cardmembers and/or their guarantor(s) for the purpose of reasonable monitoring of indebtedness whilst relevant Cardmembers and/or their guarantor(s) are in default.
- l) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer has the right.
- i. to check whether Amex holds data about him and of access to such data;
  - ii. to require Amex to correct any data relating to him which are inaccurate;
  - iii. to ascertain Amex's policies and practices in relation to data and to be informed of the kind of personal data held by Amex;
  - iv. to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and

- v. in relation to data which have been provided by Amex to a credit reference agency, to instruct Amex upon termination of an account by full repayment to make a request to the credit reference agency to delete from its database any account data relating to the terminated account, as long as the instruction is given within **5 years** of termination and at no time did the account have a default of payment lasting in excess of **60 days** within **5 years** immediately before account termination. If the account has had a default of payment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of **60 days** from the date such default occurred, the customer's relevant account repayment data shall be retained by the credit reference agency until the expiry of **5 years** from the date of final settlement of the amount in default. If any amount is written off due to a bankruptcy order being made against the individual customer, his/her account repayment data shall be retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, until the earlier of the expiry of **5 years** from the date of final settlement of the amount in default or the expiry of **5 years** from the date of the customer's discharge from bankruptcy as notified to the credit reference agency by such customer with evidence.
- m) In accordance with the terms of the Ordinance, Amex has the right to charge a reasonable fee for the processing of any data access request.
- n) The person to whom opt-out requests or consents in relation to the use of personal data for direct marketing, requests for access to data or correction of data and for information regarding policies and practices and kinds of data held are to be addressed is as follows:
 

**The Data Protection Officer**  
 American Express International, Inc., Hong Kong Branch  
 18/F City Plaza 4, 12 Taikoo Wan Road, Hong Kong
- o) As mentioned in paragraph (k) above, Amex may have obtained a credit report on the Cardmember from a credit reference agency in considering any application for credit. If the Cardmember wishes to access the credit report, Amex will advise the contact details of the relevant credit reference agency.
- p) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- q) If you would like to change or amend any of your personal data held by Amex (for example, if you have moved and would like to update your address), please contact the number at the back of your card (if you are a Cardmember) or +852 2277 2277 (if you are a Merchant).

# OPT-OUT FORM

## FOR USE BY CARD MEMBERS

Please complete this form in English and block letters.

If you are a merchant and wish to submit an opt-out request, please contact Amex at +852 2277 2277

**To:** American Express International, Inc., Hong Kong Branch and its subsidiaries ("Amex")

I do not wish to receive any marketing communications from Amex in future, and I do not consent to Amex providing my personal data to third parties for direct marketing purposes. I agree that this instruction overrides all my previous instructions to Amex on marketing in respect of all my existing relationships with Amex (if any).

Full Name

Card Account Number\*

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Date (DD/MM/YYYY)

<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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\*Please provide the Card Account Number of one of your Card Account(s) with Amex in order for us to verify your identity. Please note that this opt-out instruction will be applied to marketing in respect of **ALL** your existing relationships with Amex.

**Notes:**

1. Please provide the above information to enable Amex to verify your identity and process your request.
2. In order to make this opt-out request effective, Amex will need to share this opt-out request with third-party business partners. By submitting this opt-out request to Amex, you shall be deemed to have consented to Amex sharing this opt-out request with such parties. Please allow some time for this opt-out request to become effective.