

American Express® Business Travel Account (BTA) Lodge Card Set-Up Form for Client

Hong Kong

Please ensure all the application details are completed in English.

Please sign your account signature next to any corrections you make on this application.

Information About Your Company

Business Legal Name: _____

Trading Name (if different from above): _____

Entity Type : Public Company (Listed) Public Limited Company Private Limited Company Limited Liability Partnership
 Sole Trader Public Sector Government Body Corporation Partnership Unincorporated Bodies
 Associations Trust Clubs Societies Registered Charity Religious Bodies Institutes
 Other: _____

Company Registration Number: _____

Nature of Business: _____

Registered Address: _____

Principal Place of Business is the same as the Registered Address above

Principal Place of Business (If different from the Registered Address above): _____

Country of Registration: _____

Postal Address: (If different from the Registered Address) _____

Telephone Number: _____ Fax Number (Optional): _____

Name Of Travel Office: _____

Address Of Travel Office: _____

Date of Incorporation: _____ M M / D D / Y Y Y Y

Purpose of Credit – please tick (✓) one box

Day-to-Day Business Expense Cash Flow Needs Travel and Entertainment Tax Payments Others

I, on behalf of the Company, agree to participate in the BTA Lodge Card program and acknowledge the following:

1. _____ is our appointed Travel Office.
(Travel Office Name)

2. The Company authorises and agrees for American Express International Inc. ('Amex') to open an American Express BTA Lodge Card (the 'Account') in the name of the Company.

3. The undersigned officer with the requisite authority on behalf of the Company, has read and agreed to the American Express BTA Lodge Card Conditions of Use attached and understands that Amex may contact the Company's banker or any other source, including but not limited to Credit Reporting Agencies to obtain any information Amex requires to establish the Account.

4. All current processes between the Company and its Travel Office will remain unchanged. The Company acknowledges that it will continue to receive invoices from the Travel Office and that the Company will be required to make payment to the Travel Office as per the agreed credit terms that the Company has with the Travel Office.

5. The Travel Insurance Coverage provided under this Account is at no cost to the Company.

Authorised Signatory / Company Stamp

Name: _____

Designation: _____

Date: _____ M M / D D / Y Y Y Y

Travel Office Authorised Signatory/ Company Stamp

Name: _____

Designation: _____

Date: _____ M M / D D / Y Y Y Y

American Express Office Use Only

Market Segment GCC Large Market Middle Market Primary Industry (SIC CODE): _____

Key Facts Statement And Personal Information Collection Statement

You are advised to refer to the below URL or QR code with a comprehensive Key Facts Statement associated with this application.



www.americanexpress.com/hk/BTA_KFS

Key Facts Statement for American Express Business Travel Account

As part of our mission to respect and safeguard the privacy of our customers' personal information, please refer to the below URL or QR Code with our "Notice to Customers relating to the Personal Data (Privacy) Ordinance".



www.americanexpress.com/hk/Amex_GCS_PICS

Notice to Customers relating to the Personal Data (Privacy) Ordinance

By checking this box, I am instructing American Express not to use my personal data for direct marketing purposes in relation to the American Express product that I am applying for ("my Opt-Out Instruction").

Conditions of Use

This BTA Lodge Card Account Agreement is between American Express International Inc, Hong Kong Branch ("we", "us", "our" and American Express) and the company named in the attached Account Application ('you', 'your' and 'the Company') and governs your use of the Account in Hong Kong.

A : General Provisions**1. Definitions** : the following definitions are used throughout this document :

'Account' : Your American Express Business Travel Account Lodge Card.

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

'Agreement' : these Terms and Conditions.

'Business Travel Account Lodge Card' or 'BTA Lodge Card' : an account that enables the Company to centralise Charges booked through its authorised Travel Office and be billed monthly for those charges by American Express and their authorised Travel Office.

'Charge' : all amounts billed to an Account, regardless of whether a charge form or other charge authorization is signed, including purchase of goods and services, late payment charges, scheduled airline tickets, departure taxes, airlines fuel surcharges, travel insurance premiums, visa fees, and other travel charges, as may be designated by American Express from time to time.

'Merchant' : a company, firm or other organization accepting American Express BTA Lodge Card or American Express Cards as a means of payment for goods and /or services.

'ROC' : a record of charge that evidences the purchase price of any Charge.

'Statement' : a record of Account transactions, account balance and other relevant information for a specified period delivered to the Travel Office (on behalf of the Company).

'Travel Office' : your designated travel agency for your BTA Lodge Card Programme, being authorised by you to make travel reservations, thereby incur Charges on an Account, and receive Account Statements.

'Unauthorised Charges' : are Charges that did not benefit you which were incurred by someone who had no actual, implied, or apparent authority to use the Account.

2. Establishment of Accounts

a) We will establish the Account in your name and operate the Account through your authorised Travel Office.

b) We reserve the right to :

- (i) carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you. These agencies may retain record of such checks, including information regarding the conduct of your Account and payment history, which may be used (subject to applicable law) by us and other firms and organizations in making credit decisions about you, including for preventing fraud or tracing debtors; and
- (ii) decline to issue, renew or replace an Account to any person ; cancel or suspend the use of an Account at any time either generally or in relation to a particular transaction.

3. Use of the Account

a) You may only use the Account in accordance with this Agreement and within the validity dates as provided.

b) Other than as authorised by you in the Account Application in respect of your authorised Travel Office, you must not give the Account numbers to others or allow them to use either for Charges, identification or any other purpose.

c) You must designate your Travel Office as the programme administrator to manage the Account that you establish with us. Subject to restrictions set out in this Agreement you shall instruct your Travel Office to use the Account for your business use i.e. to pay Merchants for goods and/or services for travel in relation to your business or for use or consumption in the course of conducting your business (and not for re-sale) and in accordance with our policies and procedure.

d) You must not return any goods, tickets or services obtained with the Account for a cash refund, but you may return them to a Merchant for credit to the Account if the Merchant agrees or is obliged to do so.

e) You shall not obtain a credit to the Account for any reason other than as a refund for goods or services previously purchased.

Conditions of Use (Continued)

- f) You must not use the Account for any reason if you do not honestly expect to be able to pay the Charges to your Account in full on receipt of your monthly Statement.
- g) You must cease using the Account and notify us immediately if an application is filed for the Company's winding up, or if the Company passes a resolution for its liquidation or has a liquidator, administrator and/or receiver appointed to it or over any of its assets.
- h) You acknowledge and agree that we have the right to refuse authorization of any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting in such refusal.
- i) You may not use the Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Hong Kong or any country where the Account is used or where goods or services are provided.
- j) You agree to provide us with all information available to you and to co-operate with us in any investigation concerning the use of the Account or collection of Charges. This provision will continue in force after the Account is cancelled and/or this Agreement terminated.
- k) The Account remains our property at all times.

4. Payment

- a) Each of the parties agrees that the Travel Office shall pay, on behalf of the Company, all Charges shown on each monthly Account Statement on receipt. If the Travel Office becomes insolvent, you agree to be liable for all Charges that are due on the Account that remain unpaid by the Travel Office.
- b) You authorise the Travel Office to receive each monthly Statement of Charges on your behalf and each monthly Statement of Charges shall be deemed to have been received by you if it has been received by the Travel Office. Each monthly Statement of Charges shall be deemed to have been received by you or the Travel Office (depending on the billing system in place) upon the date of the actual receipt or the seventh day following its dispatch by us. In the event of your or the Travel Office's non-receipt of our monthly Statement, the Travel Office (on your behalf) shall be liable to make payment of the Charges within **21 days** of incurring the Charge or earlier if requested by us. Failure to pay on time and in full is a material breach of this Agreement. You or the Travel Office (on your behalf) agree to notify us in writing of any omission from or error on your Statement within **60 days** of the date of the Statement. If you or the Travel Office (on your behalf) do not do so, the Statement will be deemed as conclusive and binding on you and the Travel Office.
- c) Payments will be credited to the relevant Account when received, cleared and processed. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date taking into account weekends and public holidays, when we and/or your or our payment services provider may not be open for business.
- d) The Travel Office (on your behalf) agrees not to deduct or withhold, without our prior written approval, any amount shown on the Account Statement or data feed. The Travel Office (on your behalf) shall pay us the full amount shown on the Account Statement or data feed irrespective of whether you or the Travel Office (on your behalf) are or intend disputing an amount(s) contained on your Account Statement or data feed. If the Travel Office (on your behalf) believes any Charge shown on a Statement is in error or in dispute, the Travel Office (on your behalf) may request and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed Charge while we investigate the error or the Travel Office (on your behalf) seeks to resolve the dispute. Should the dispute be resolved in your favour, we shall credit the amount(s) that were previously disputed to your Account and it will appear on the next issue of your monthly Account Statement.
- e) We may, in our sole discretion, accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do, we shall not lose any of our rights under this Agreement or at law, including the right to payment in full, and it does not mean we agree to change this Agreement. We may credit part payments to any of the outstanding Charges.
- f) The Travel Office (on your behalf) must always pay us in Hong Kong Dollars, unless we agree otherwise in writing.
- g) A certificate signed by one of our officers stating the amount that the Travel Office (on your behalf) owes us under this Agreement is proof of such amount. A copy of any document relating to the Account with us, or produced from data received by us electronically from a Merchant, shall be admissible to prove the contents of that document for any purpose.

5. Liability

- a) Each of the parties agrees that for the BTA Lodge Card, the Travel Office is liable for all Charges (including Unauthorised Charges) incurred on your Account.
- b) You are not liable for Unauthorised Charges on your Account except in the following circumstances:
 - (i) you breached the terms of your Agreement with us (in particular the "Use of the Account" clause); and/or
 - (ii) you contributed to, or were in any way involved in or benefitted from the theft, loss or misuse of the Account, and/or
 - (iii) you have delayed notifying us as required under "Liability" sub-clause (d), in which case you will be liable for all Unauthorised Charges until you did notify us. By way of example, if you acted in breach you may be liable for the resulting Unauthorised Charges.
- c) You agree to notify us if an Account is at risk of being misused.
- d) You agree to instruct the Travel Office that the Account is issued solely for authorised purposes as permitted by your policies and procedures and promptly report any misuse of the Account to us.

6. Account Limits

- a) We reserve the right at our sole discretion to establish Account limits for any Account and/or jointly in connection with other accounts or arrangements that you or your Affiliates may have with us or our Affiliates. We may, at our sole discretion, change any Account limit. We will inform you prior to or simultaneously with the establishment of, or change to, an Account limit.

The Travel Office (on your behalf) agrees to regularly monitor and manage your Account, including but not limited to implementing internal policies and procedures to control your spending, to ensure Account limits are not exceeded.
- b) The parties agree the Travel Office remains liable for all Charges as set out in this Agreement, including Charges incurred in excess of the Account limit.

Conditions of Use (Continued)

7. Communications with You

- a) We may provide Statements to you in connection with the Program by post or online channels where those have been selected by you.
- b) We may send any notices or other correspondence to you by ordinary prepaid post or by such other channels as we deem appropriate (such as electronic mail). All such notices and correspondence to be given by us will be validly given if dispatched to the billing address or email address we have on file for you and will be deemed to be received by you within a generally acceptable time of that means of communication.
- c) We may communicate with you through the Travel Office, which you accept is a valid communication from us to you. You authorised the Travel Office to act on your behalf for all matters relating to this Agreement and we are entitled to rely on any directions, consents and information received from them.
- d) All electronic communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the communication online even if you or the Travel Office (on your behalf) do not access the communication on that day.
- e) If you or the Travel Office (on your behalf) do not receive a Statement in any month, or cannot access Statements via the Online Service, the Travel Office (on your behalf) shall be liable to make payment within **21 days** of incurring the Charges or earlier if requested by us.
- f) You must inform us of any changes to other information previously provided to us. You must give us any additional information and support documentation relevant to the Account that we request or as required by applicable law. We may charge an additional annual administration fee where any billing address is outside Hong Kong.
- g) You or the Travel Office (on your behalf) will be deemed to have received any notice we give you under this Agreement seven **(7) days** after we send it, unless you receive it earlier.
- h) Notices required under this Agreement to be delivered to American Express shall be delivered to 18/F, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

8. Problems with Bills or Purchases

- a) The Travel Office (on your behalf) is responsible for confirming the correctness of your monthly Statement and, if the Travel Office (on your behalf) notifies us immediately of a disputed Charge, we will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but the Travel Office (on your behalf) must pay us for all other Charges. If, at the Travel Office's (on your behalf) request, we agree to charge back a seller of goods or services, you and the Travel Office (on your behalf) agree to indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.
- b) Unless required by law, we are not responsible for goods or services obtained with the Account, or if any Merchant does not accept the Account. The Travel Office (on your behalf) must raise any claim or dispute direct with the Merchant concerned. The Travel Office (on your behalf) is not entitled to withhold payment from us because of such claim or dispute.
- c) You and/or the Travel Office (on your behalf) agree that if requested to do so you and/or the Travel Office (on your behalf) shall provide us with written confirmation in relation to the claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official police report. By reporting the existence of Unauthorised charges, you and/or the Travel Office (on your behalf) agree to allow American Express to release any information that you or the Travel Office (on your behalf) have provided or which is the subject of an investigation into the Unauthorised Charges to the police and any other investigation or statutory authority. You and/or the Travel Office (on your behalf) also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the police in relation to your claim of Unauthorised Charges.
- d) If we agree to place any limits or restrictions on the type of Charges incurred on any Account, we are obliged only to use reasonable efforts to apply such limits or restrictions and this does not affect your or the Travel Office's (on your behalf) liability for any Charges. We are unable to block or prevent Charges at certain Merchants, including but not limited to Merchants who do not process Charges via electronic terminals or who have provided us with a description of their own activities, which may be incomplete or inaccurate. In classifying Merchants in our system or records, we are entitled to rely on any description of their own activities provided by such Merchants.

9. Lost/Stolen and Misuse of Accounts

- a) You or the Travel Office (on your behalf) must ensure that we are informed immediately by telephone at +852 2277 1096 (or such other number advised by us to you from time to time) if:
 - (i) there is suspicion that the Account is being misused or a transaction is unauthorised; or
 - (ii) there is suspicion that a transaction has been processed incorrectly.
- b) You and the Travel Office agree to cooperate with us in our efforts to control fraudulent use of any Account, including but not limited to providing us with any declarations, affidavits and/or copies of any official police reports, as reasonably requested. You agree that we may provide information to the relevant governmental authorities concerning the activities of you or the Travel Office under the BTA Lodge Card.

10. Suspension

We may immediately suspend an Account if we suspect unauthorised or fraudulent use, or if we believe the Account may not be paid in full and on time and/or for other related reasons. In such cases this Agreement will continue, the Travel Office (on your behalf) will remain responsible for all authorised Charges incurred on the Account. We may also require you or the Travel Office (on your behalf) to provide us with security in order to avoid suspension of any Account.

Conditions of Use (Continued)

11. Charges made in Foreign Currencies

If you or the Travel Office (on your behalf) make a Charge that is submitted to us in a currency other than Hong Kong dollars, or if we receive a refund in a foreign currency, that Charge or refund will be converted into Hong Kong Dollars. The conversion will take place on the date the Charge or refund is processed by American Express, which may not be the same date on which you or the Travel Office (on your behalf) made your Charge, as it depends on when the Charge was submitted to American Express. This means that the exchange rate used may differ from the rate that is in effect on the date of the Charge or refund. Exchange rate fluctuations can be significant. If the Charge or refund is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge or refund amount into U.S. dollars and then by converting the U.S. dollar amount into Hong Kong Dollars. If the Charge or refund is in U.S. dollars, it will be converted directly into Hong Kong Dollars. 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 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 processing date, increased by a single conversion commission of **2%**. We call this conversion rate the 'American Express Exchange Rate'. The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates by calling us at the number on the back of your Card. You may sometimes be offered the option to settle foreign currency Charges in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not American Express. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the Charges are entered into since settling foreign currency Charges in Hong Kong dollars may involve a cost higher than the conversion commission. Since a Charge converted via the merchant or other third party will be submitted to us in Hong Kong dollars, we will not apply a conversion commission. The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; and (ii) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

12. Fees and other Charges

- a) Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service.
- b) We may also charge fees to the Account for service that we provide to you that are not covered in the Agreement.
- c) If we receive from the Travel Office a cheque, direct debit or other payment instrument which is not honoured in full, the Travel Office agrees to pay us the dishonoured amount plus our reasonable collection costs and legal fees except as prohibited by law.

13. Late Payment Charges

- a) If the Travel Office does not pay your Account in full upon receipt, you are in default. Therefore you acknowledge that we may suspend or cancel your charge privileges, and you agree that late payment charges may be incurred as follows:
 - If we do not receive full payment of the 'Total due' billed in the monthly Statement by the date of the next Statement, the unpaid balance will be identified as an 'Overdue' amount.
 - Late payment charges will be incurred on any overdue amount which is identified in a Statement and will be billed in that Statement.
 - An overdue amount may include any unpaid late payment charges billed on previous Statements.
 - We are entitled to charge you a late payment charge of **3.3%** per month (subject to a minimum of **HK\$100**) on any Charge appearing in an Account statement for which we have not received full payment by the date of the next statement.

14. Terms And Termination

- a) The initial term of this Agreement starts on the date it is signed by all parties and, subject to (b) and (c) shall continue in force until and unless terminated by any party giving the other parties **3 months** notice.
- b) Any party may terminate this Agreement or an Account immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process), normally associated with insolvency without limitation, receivership, liquidation or voluntary administration, or if it ceases to carry on business in Hong Kong.
- c) We may also terminate this Agreement or an Account immediately by notice in the event of your material breach of this or any other agreement between us or with any of our Affiliates, or in the event that we deem levels of fraud or credit risk on any Account to be unacceptable to us.
- d) If this Agreement is terminated for any reason, we shall suspend the Account. The Travel Office must pay us immediately for all outstanding Charges and on any amounts you owe us on any Account or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only cancel an Account after the Travel Office has paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a cancelled or suspended Account.
- e) You and the Travel Office agree to indemnify us for all reasonable cost incurred in recovering or attempting to recover Charges from the Travel Office, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- f) We reserve the right at our sole discretion to cancel or suspend any Account in accordance with the Agreement without notice to you.
- g) You and the Travel Office will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal or cancellation of an Account requested by you.

15. Changes to this Agreement

- a) We may change the terms of this Agreement at any time by giving **30 days** prior notice to you. You will consider to have accepted the notified changes if you keep or use the Account thereafter.

Conditions of Use (Continued)

16. Confidentiality

- a) All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance of the Programme or as otherwise expressly provided in this Agreement or agreed in writing between the parties.
- b) The parties shall treat this Agreement as confidential and may not disclose any of its contents to any third party without the other party's prior written consent, or unless legally required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- c) We may name your Company as an American Express customer for public relations and marketing purposes.
- d) This provision shall survive the termination of this Agreement.

17. Limitation of Liability

- a) Notwithstanding any other provision in this Agreement, in no event shall we, our direct or indirect subsidiaries, controlled affiliates, agents, employees or representative be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this Agreement.
- b) Except where required by law, we will not be responsible to or liable to you or the Travel Office for any loss or damage arising in relation to:
 - (i) delay or failure by a Merchant to accept the Account, the imposition by a Merchant of conditions on the use of the Account or the manner a Merchant's acceptance or non acceptance of the Account;
 - (ii) goods and/or services purchased with the Account, or their delivery or non-delivery; or
 - (iii) our declining to authorise any Account transaction, including our action to revoke or suspend privileges on any Account.

18. Force Majeure

None of the parties nor American Express's third party suppliers and licensors will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their reasonable control including without limitation, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft, acts of terror, or labour disputes or strikes. This provision survives termination of this Agreement.

19. Assignment of this Agreement

- 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 and you consent to this without us having to notify you.
- b) If we do so, or intend to do so, we may give information about you and the Account, including confidential information about you, the Account or this Agreement to the relevant third party or Affiliate.
- c) You may not assign, change or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this section shall be void.

20. Applicable Law & Jurisdiction

- a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement are governed by the laws of Hong Kong.
- b) The courts of Hong Kong will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relations to this Agreement and you agree that Hong Kong is the appropriate jurisdiction for the determination of any dispute.

21. Account Information and Data Protection

- a) You understand and agree that we will process, analyse and use information about you and the use of the Account 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 Charges and prevent fraud.
- b) We will keep all information about you and, Account Users and Account Administrators ("Designated Employees") only for so long as is appropriate for the purposes of this Agreement or as required by law.
- c) We may disclose information about you and/or Designated Employees to the extent necessary to operate and manage the Account (including any credit bureau, credit reference agency or debt collection agency), 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 for operation by us of the Account.
- d) We may disclose information about your and/or Designated Employees' use of the Account 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 Account.
- 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 clause, information includes, in respect of individuals, personal information. We will use commercially reasonable efforts to inform Designated Employees regarding our use of their personal information. Upon a Designated Employee's request to our Data Protection Officer (Global Corporate Payments), we will also provide them with information we hold about them. If requested by us, you agree to instruct Designated Employees to update, once a year, their profile information held by us.
- g) You agree that in order to service your Account 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) You understand that we would also like to use information about you and your Designated Employees and your Account(s), for

Conditions of Use (Continued)

marketing purposes in respect of (1) credit/charge card, insurance and travel related products and services, (2) reward, referral, loyalty or privilege programmes and related products and services, and (3) Cardmember benefits, promotional offers* and products and services offered by American Express International, Inc. ("Amex"), American Express Company and its subsidiaries and affiliates (collectively, "Amex Group"), 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 may also disclose such information to Amex Group companies and Amex Partners for marketing of the said products, services and subjects. You understand that Amex, Amex Group companies and Amex Partners may from time to time, engage third parties to provide marketing services on their behalf.

You agree and/or have procured the agreement of your Designated Employees that we may use any such personal information for marketing purposes. You further warrant and confirm that (a) You have given written notice to your Designated Employees as required under the (Hong Kong) Personal Data (Privacy) Ordinance (Cap 486) (including any amendments, regulations and guidelines thereto), and have obtained the written consent of each of your Designated Employees to the provision of his/her personal data to Amex for the marketing purposes as described above; and (b) the use of your Designated Employees' personal data by Amex as described herein is consistent with the consent which you have obtained from each of the Designated Employees. You also agree to indemnify Amex for any breach of the above warranties.

It is not obligatory for your Designated Employees to allow their personal information to be used for these purposes and you and/or your Designated Employees have the right to opt-out from such marketing purposes. You and/or your Designated Employees have an opportunity to opt-out from use of their personal information for these purposes in the application form, and may also change your mind at any time by writing and providing your details to Amex.

If you and/or your Designated Employees have agreed that you and/or your Designated Employees' information may be used for marketing purposes, you and/or Designated Employees also agree that American Express, Amex Group companies and Amex Partners may carry out "matching procedures" (as such expression is defined in the Personal Data (Privacy) Ordinance) in Hong Kong or overseas in respect of all or any of such purposes.

* 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.

- i) You agree that we may provide personal information to any organisation whose name, logo or trademark appears on your application for the Account, for planning, product development, research and management information purposes.
- j) You must obtain the unambiguous and informed consent of all Designated Employees to your supply of their information to us, and to the use of their information in the manner as set out herein except where these persons have already provided their consent directly to us. Where you have provided us with information about individuals, you will also ensure they are aware of their ability to access that information, to advise if it is inaccurate and to opt-out of the use of their information for marketing purposes.
- k) You agree that information about you, Designated Employees and/or Card Members collected during the operation of the Account may be disclosed to, or used and retained by your employer and its affiliates and their respective service providers and/or processors.
- l) 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 as follows:

The Data Protection Officer
American Express International, Inc., Hong Kong Branch
18/F, 12 Taikoo Wan Road, Hong Kong

22. Set-Off

We shall be entitled to deduct and offset any amounts we or our Affiliates owe to you or any of your Affiliates under this or any other agreement.

23. Subrogation

If a Merchant or supplier does not provide you with the goods or services charged to the Account, we may at our discretion credit the Account for the amount charged. If we do so, you hereby appoint us your attorney to pursue any right you may have against the supplier in your name but at our cost including but not limited to, voting and proving in any insolvency, administration or commencing any proceedings against the supplier. You agree to assign to us on demand any such rights.

24. Exchange Control, tax and legal requirements

- a) You must comply with exchange control, tax laws and any other laws governing the use of your Account and you and the Travel Office agree to indemnify us against any consequence of your failure to comply.
- b) Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. We may charge to the Account the full amount or a reasonable part of that tax, duty, or other charges (as determined by us) except as prohibited by law.
- c) The following provisions shall apply in relation to taxes:
 - (i) Taxes are defined to include but are not limited to Goods and Services Tax (GST), Value –Added Tax (VAT) and all other taxes and duties levied or assessed in connection with a supply made under this Agreement.
 - (ii) Taxes that are payable under this clause are due at the same time as any amount payable under the agreement is due.
 - (iii) If any payment under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the amount of any input tax credit the other party is entitled to claim is deducted from that payment.
 - (iv) Where amounts payable under this Agreement are in respect of a taxable supply, the parties will agree to issue a tax invoice in respect of the supply.

Conditions of Use (Continued)

- d) In the event that any of such fees payable to us are subject to withholding taxes, the Travel Office (on your behalf) shall withhold and pay over the required amounts to the tax authorities within the time provided by law, and the Travel Office (on your behalf) will deduct the amount of any such withholding taxes from the fees to be paid to us and shall furnish to us within thirty (30) days thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.
- e) Each party shall otherwise be responsible for its own taxes arising in connection with this Agreement.
- f) We may provide you with reports, management information and/or data feeds for your Account in our standard format. We do not represent or guarantee that you can rely on such reports or information being accurate or complete for the purpose of complying with your tax or other legal obligation or for any other purpose.

25. Third Parties

This Agreement shall be for the benefit of and binding upon all parties and each of our respective successors and assigns and no other party.

26. No Waiver

If we fail to exercise or partially 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.

27. Severability

- a) 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 applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.
- b) Modifications under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

28. Entire Agreement

This Agreement and any related agreement constitute the entire agreement between us, the Travel Office and you regarding the subject matter herein and all prior representations, agreements and understandings are hereby excluded.

29. Changing Travel Agents

If you cease employment of the services of the nominated Travel Office, any outstanding amounts on this BTA Lodge Card will require immediate payment. Subject to approval by American Express, you may apply for a BTA Lodge Card for use at your new Travel Office.

30. Use of the BTA Lodge Card

- (i) Once your request for an Account has been approved by American Express, we will provide your Travel Office the BTA number. We will not issue plastic cards to you or any Account Users for BTA Lodge Card.
- (ii) The Travel Office will accept Charges from the Account and bill them to you via the current process that you have in place with them.
- (iii) You agree that the Account will be strictly used for air travel purposes and in accordance with your policies and procedures.
- (iv) Cash advances cannot be charged to the Account.
- (v) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your Account as appropriate.
- (vi) You agree to be bound by the normal terms and conditions governing the booking of travel at any Travel Office. This shall include, but is not limited to the obligation to pay applicable cancellation fees. With respect to the handling of the BTA Lodge Card or of any Charges, this Agreement takes precedence.