

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

Hong Kong

HK_BTALodge_TMC 07/20

Please ensure all the application details are completed in English.

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

Account Set-Up Information

American Express Salesperson: _____ Telephone Number: _____

Name of Travel Agent: _____

Address of Travel Agent: _____

Travel Agent Code: 8 1Travel Office Code: 2 0 6

Annual Estimated Spend: Air HK\$ _____ Others HK\$ _____ Total HK\$ _____

Reporting Information For Companies

1. Does your Company have an American Express Corporate Card account? Yes Currently Applying No

If Yes, what is your highest level / main Corporate ID number? _____

If No, would you please provide the following?

-First month of financial year: _____

-Cut-off cycle (0-9): _____

2. Will the Business Travel Account(s) be incorporated into your existing Corporate Card structure? Yes No

If Yes, the Corporate ID number is: _____

Information About Your Company

Business Legal Name: _____

Trading Name (if different to above): _____

Registered Address: _____

Telephone Number: _____ Fax Number: _____

Company Registered Number: _____ Paid-up Capital: _____

Date Company Registered: DD / MM / YYYY

Name and Address of Parent Company: _____

_____ Telephone Number: _____

Bank Name and Branch Address: _____

Account Type: _____ Account Number: _____

Management Reporting Options

@ Work Online Program Management

I would like to enrol for @ Work Online Program Management Yes NoI would like access to: Standard Report Customised Reporting

Liability For Charges

The firm, corporation, partnership or other entity or organisation ('the Company') named above requests that an American Express Business Travel Account ('BTA') be opened in the name of the Company. The undersigned officer has read the American Express Global Corporate Payments Agreement provided together with this form for and on behalf of the Company and the Company thus agrees that it will be bound by them and be liable for charges in accordance with these conditions. The Company authorises American Express International, Inc. ('Amex') to 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 BTA. The Company agrees that a microfilmed or other reproduction of this form may be produced by Amex as evidence of the Company's request to open the BTA. The undersigned warrants to American Express that he/she is duly authorised by the Company to open the BTA in the name of the Company and that the information provided in this form is true and accurate.

Signature of Authorising Officer: _____ Position: _____ Date: DD / MM / YYYY

Name of Authorising Officer: (Please print) _____ Business Email Address: (Mandatory) _____

Full Residential Address: (Mandatory) _____

Company Stamp: _____

- Please enclose the following mandatory document(s) with the application:
- Photocopy of passport or HKID for Authorising Officer (the person who signs the agreement on behalf of the company with American Express)
 - * If Authorising Officer is a Hong Kong Permanent Resident, please provide a copy of the Permanent HKID for this Card application. If Authorising Officer is NOT a Hong Kong Permanent Resident, please provide a copy of the page of an unexpired passport which contains the photograph and biographical details.
 - * Authorising Officer must be a director or above. If another individual signs the agreement, written confirmation from a Director, on letter head, confirming that the individual has delegated authority to sign the agreement is required.

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").

AMERICAN EXPRESS OFFICE USE ONLY

Please tick here to link to an American Express Cathay Pacific Cobrand Hierarchy

DC: AECOAXNB		PLASTIC IND: C			PRODUCT CODE: 340/342			
SIX	REV IND.	MAC	APP/01	MEMBER SINCE	A/C TYPES 5			
3763 - 76		BCH/JD	FFE CODE	SUND VIA				
Sales Code:			SID					
Sales Database ID:								

Conditions of Use

1. Meaning of Expressions

This table explains expressions used in this Agreement: –

This expression	means
Account	Your Client's American Express BTA Lodge Card.
Account User	An individual authorised by your Client/s to incur Charges on the Account.
Client/(s)	Your customer/s and our American Express BTA Lodge Card Account holders.
Charges	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 us from time to time. All amounts charged to the Account including purchases of goods and services, late payment fees or liquidated damages and any other fees or charges.
Page 1	The first page of this Agreement signed by the parties.
this Agreement	Page 1 and these Terms and Conditions.
We, our, us, American Express	American Express International, Inc.
You, your	The other company or organisation which has signed this Agreement on Page 1.

2. Accounts

- 2.1 We will establish and operate the Accounts in the name of the Client(s). We will provide the American Express BTA Lodge Card on terms as set out in Annex 1.
- 2.2 We reserve the right to:
 - a) require each prospective Account User to complete our application for the Account use facility which the Client(s) has/have designated him/her to receive;
 - b) decline to issue, renew or replace Account use facility to any person; and
 - c) cancel or suspend the use of an Account at any time either generally or in relation to a particular transaction.
- 2.3 You must obtain the consent of the Client(s) for the appointment and usage of the American Express BTA Lodge Card including the Client's approval for the invoicing to be done by you directly to the Client.

3. Your Liability For Accounts

- 3.1 You are solely liable to pay us for all Charges on the Accounts which we set up pursuant to Clause 2 above. You must not use the Account to incur Charges if you will not be able to pay us in full for those Charges.
- 3.2 You must notify us immediately by telephone at 2277 1096 (or such other number advised by us to you from time to time): if
 - (i) you become aware or have reason to suspect that an Account is at risk of being misused or a transaction is unauthorised; or
 - (ii) there is a suspicion that a transaction has been processed incorrectly.
- 3.4 You 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 under American Express BTA Lodge Card.
- 3.5 You must notify us immediately if an Account User's authority to incur Charges on behalf of your Client(s) terminates (due to termination of employment or any other reason) and the effective date or expected date of termination. You remain liable to pay us for all Charges incurred until we receive notice of such termination from you.
- 3.6 You agree to regularly monitor and manage the Accounts, including but not limited to implementing internal policies and procedures to control spending by the Clients, to ensure Account limits are not exceeded.

4. Use of Accounts

- 4.1 Except with our express prior agreement, you confirm that your Account Users will only use the Account for the purposes of air and air related charges and on behalf of the Client/s only.

5. Suspension of Accounts

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 and you will remain responsible for all authorised Charges incurred on the Account. We may also require you to provide us with security on behalf of the Client in order to avoid suspension of any Account.

6. Payment of Charges

- 6.1 You agree to pay us for all Charges on each Account each month, as shown on each Client's monthly Account statement, on receipt.
- 6.2 Each monthly statement of Charges shall be deemed to have been received by you (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 non-receipt of our monthly statement you shall be liable to make payment of the Charges within **21 days** of the Client 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 agree to notify us in writing of any omission from or error on each Client's statement within **60 days** of the date of the statement. If you do not do so, the statement will be deemed as conclusive and binding on you.
- 6.3 Payments will be credited to the relevant Client's 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 service provider may not be open for business.

Conditions of Use (Continued)

- 6.4 You agree not to deduct or withhold, without our prior approval, any amount shown as due on any Account statement or data feed. You will pay us the full amount shown on the Account statement or data feed irrespective of whether you or the Client intend to dispute an amount(s) contained in the Account statement or data feed. If you believe any Charge shown on a statement or data feed is in error or in dispute, you may request, and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed portion of the Charge while we investigate the error or you seek to resolve the dispute. Should the dispute be resolved in the Client's favour, we shall credit the amount(s) that were previously disputed to the Client's Account and it will appear on the next issue of the Client's monthly Account statement.
- 6.5 Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect 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.
- 6.6 You must always pay us in Hong Kong Dollars, unless we agree otherwise in writing.
- 6.7 A certificate signed by one of our officers stating the amount of that you owe us under this Agreement is proof of such amount. A copy of any document relating to the Accounts or produced from data received by us electronically from a merchant, shall be admissible to prove the contents of that document for any purpose.
- 6.8 If we receive a cheque, direct debit or other payment instrument which is not honoured in full you agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees except as prohibited by law.
- 6.9 Online Service for statements
- (a) You must ensure that access to the Online Service is restricted only to the Programme Administrator or person designated by you as a point of contact for American Express BTA Lodge Card ("Designated Employees") whom you see fit to have access and that such persons access the Online Service only via our web site as notified to you from time to time, using the assigned user id and password ("Security Information"). You must implement and exercise reasonable measures and controls to ensure that only such persons access the Online Service.
- (b) You are responsible for obtaining and maintaining your own compatible computer system, software and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software, equipment or communication line costs.
- (c) If, at any time, whether before or after this Agreement comes into effect, American Express introduces or has introduced any third party software provider to you, you acknowledge and agree that American Express makes no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to you, nor as to the availability, quality or duration of software support or upgrades by the third party. Moreover, you acknowledge and agree that American Express shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. You hereby agree that our sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be to the provider of the software.
- (d) The Security Information is confidential to the respective Designated Employee. You must ensure that the Security Information is not shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Service by you, your Designated Employee or anyone else, nor for disclosure of confidential information by us where you have failed to maintain the security of the Security Information.
- (e) We may terminate, withdraw, modify or suspend the use of the Online Service at any time. Except where security requires it or in circumstances beyond our control, or in the event of fraud or your breach of these terms of use for the Online Service, we will give you prior notice of our withdrawal or suspension of the Online Service.
- (f) Whilst we will make commercially reasonable efforts to notify you each time a statement is posted, you are responsible for regularly retrieving your statement for each billing period.
- (g) You agree that access to the Online Service is subject to the website terms of use as displayed on the American Express website.

7. Exchange Control, Tax and Legal Requirements

- 7.1 You must comply with exchange control, tax laws and any other laws governing the BTA Lodge Card and you agree to indemnify us against any consequence of your failure to comply.
- 7.2 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.
- 7.3 The following provisions shall apply in relation to taxes:
- (a) 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.
- (b) Taxes that are payable under this clause are due at the same time as any amount payable under the agreement is due.
- (c) 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.
- (d) 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.
- 7.4 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 with in thirty **30 days** thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.
- 7.5 Each party shall otherwise be responsible for its own taxes arising in connection with this Agreement.
- 7.6 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.

Conditions of Use (Continued)

8. Privacy

- 8.1 You agree that we may collect, use and transfer information in relation to the Account including information regarding the Account Users and Clients in accordance with the consent provided by the Clients as set out in Annex 1.
- 8.2 You warrant and represent to us that where you provide personal data in respect of any individual (a "data subject") to us pursuant to this Agreement, you warrant and confirm that: (a) You have given written notice to the data subject as required under the (Hong Kong) Personal Data (Privacy) Ordinance (Cap 486) (including any amendments, regulations and guidelines thereto), and have obtained his/her written consent to the provision of his/her personal data to us; and (b) the use of the personal data by us is consistent with the consent which you have obtained from the data subject. You also agree to indemnify us for any direct loss or damage (excluding consequential and indirect losses) suffered by us as a result of your breach of the above warranties.
- 8.3 You agree that if you or your employees contact us (including by any electronic means), we may record the telephone number or internet protocol address associated with that means of contacting us at the time. We may also, and monitor and record telephone calls between us to assure the quality of our customer service.
- 8.4 We reserve the right to carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you and/or any Account Users. These agencies may retain records of such checks, including information regarding payment history, which may be used (subject to applicable law) by us and other firms and organisations in making credit decisions about you, including for preventing fraud or tracing debtors.

9. Confidentiality

- 9.1 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 this Agreement and the American Express BTA Lodge Card or as otherwise provided in this Agreement or agreed in writing between the parties. Each party agrees that its own use and/or distribution of the other party's information will be limited to its own employees on a "need to know" basis.
- 9.2 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.
- 9.3 We may name your company as an American Express customer or partner for public relations and marketing purposes.
- 9.4 This provision shall survive the termination of this Agreement.

10. Late Payment Charge

- 10.1 If you do not pay all Charges on each Account as shown on each Client's monthly Account statement in full by the timeline set out in Clause 5, you are in default. Therefore you acknowledge that we may suspend or cancel your Client's charge privileges, and you agree that late payment charges may be incurred as follows:
 - (a) 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.
 - (b) Late payment charges will be incurred on any overdue amount which is identified in an Account statement and will be billed in that statement.
 - (c) An overdue amount may include any unpaid late payment charges billed on previous Account statements.
 - (d) We are entitled to charge you a late payment charge of **3.3%** or Hong Kong Dollars **\$100** whichever is greater on any Charge appearing in an Account statement for which we have not received full payment by the date of the next statement.

11. Program Administrator

- 11.1 You agree to designate an employee ("Designated Administrator") to assist us in operating payments for the Accounts. You authorise the Designated Administrator to act on your behalf for all matters relating to this Agreement. We are entitled to rely on directions, consents and information from your Designated Administrator.

12. Problems with Bills or Purchases

- 12.1 You are responsible for confirming the correctness of the monthly statements for the Accounts and if you notify 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 the relevant 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 you must pay us for all other Charges.
- 12.2 Unless required by law, we are not responsible for goods or services purchased in relation to the Account or if the merchant does not accept the Account. You agree to resolve any disputes concerning such goods or services directly with your Client without our involvement. You are not entitled to withhold payment from us because of such dispute(s).
- 12.3 If, at your request, we agree to charge back a merchant of goods or services, you agree to indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.
- 12.4 You agree that if requested to do so, you shall and you shall procure that the relevant Client 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 existing of unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into unauthorised Charges to the police and any other investigation or statutory authority. You also agree that when requested you shall provided all reasonable assistance and relevant information to us and/or the police and any other investigation or statutory authority in relation to the claim of unauthorised Charges.
- 12.5 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 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.

Conditions of Use (Continued)

13. 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.

14. Your Responsibility

You agree to do each of the following in order for us to fulfil our obligations hereunder:

- 14.1 Provide cooperation and assistance to American Express as necessary.
- 14.2 Notify us of any changes to the Account immediately.
- 14.3 You acknowledge that we will only process payments in accordance with the Agreement.
- 14.4 Provide a list of authorised signatories responsible for signing all documentation for the BTA Lodge Card including and not limited to the BTA Lodge Card Setup Form.

15. Indemnity and Limitation of Liability

- 15.1 You agree to indemnify us against any claims, liabilities, losses or damages (including reasonable legal fees) incurred by us arising out of your failure to perform, or your negligent or wrongful performance of this Agreement.
- 15.2 You agree to 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 the relevant Client.
- 15.3 Notwithstanding any other provision in this Agreement, in no event shall we, our direct or indirect subsidiaries, affiliates, agents, employees or representative be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages of any kind, not for any lost profits or revenues, in connection with or arising out of this Agreement.
- 15.4 Except where required by law, we will not be responsible to or liable to you for any loss or damage arising in relation to:
 - (a) 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;
 - (b) goods and/or services purchased with the Account, or their delivery or non-delivery; or
 - (c) our declining to authorise any Account transaction, including our action to revoke or suspend privileges on any Account.

16. Term and Termination

- 16.1 Subject to 16.2, the initial term of this Agreement starts on the Start Date and shall continue in force until and unless terminated by either party giving the other party 3 months notice.
- 16.2 We may terminate this Agreement immediately by notice at any time if you are bankrupt, insolvent or unable to pay your debts or become involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or statutory administration, or if you cease to carry on business.
- 16.3 We may also terminate this Agreement 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.
- 16.4 On termination of this Agreement, the Accounts of the Client/s will be automatically suspended. You 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 you have paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a cancelled or suspended Account.
- 16.5 You agree to indemnify us for reasonable cost incurred in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

17. General Provisions

- 17.1 This Agreement contains the entire agreement of the parties relating to its subject matter and supersedes and excludes all other provisions or agreements in any form.
- 17.2 Subject to 17.3, no amendment or waiver of this Agreement shall be valid unless it is both expressed in writing to be an amendment or waiver of this Agreement and signed by the party against whom it is claimed. 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.
- 17.3 We reserve the right to change the terms of the American Express BTA Lodge Card at any time to comply with legal requirements or introduce changes, which affect all our clients.

Conditions of Use (Continued)

- 17.4 We shall be entitled to deduct and offset any amounts we or our affiliates owe to you or any of your affiliates under this Agreement or any other agreement.
- 17.5 You may not assign, change, or otherwise transfer or purport to assign, or charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement without first getting consent from us, and any purported assignment, charge or transfer in violation of this section shall be void. We are entitled to assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any one of our Related Corporations as defined in Section 4 of the Companies Act (Chapter 50) or unaffiliated third party and you consent to this without us having to notify you. If we do so, or intend to do so, we may give information about you, including confidential information about you or this Agreement to the relevant third party or Related Corporation.
- 17.6 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.
- 17.7 (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.

18. Notices

- 18.1 All notices under this Agreement must be in writing and marked for the attention of the other's contact person referred to on Page 1 against the caption contact title. Notices must be delivered personally or sent by prepaid post or facsimile transmission to the address or fax number of the recipient set out on Page 1.
- 18.2 A party may change its notice details by giving notice to the other in accordance with this section.

19. Governing Law and Jurisdiction

- 19.1 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.
- 19.2 The courts of Hong Kong will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relation to this Agreement and you agree that Hong Kong is the appropriate jurisdiction for the determination of any dispute.

Conditions of Use - American Express @ Work®

American Express @ Work®

This section applies where the Company has requested for use of @ Work Services:

(a) Authorised Users

For the purposes of this clause, "American Express" also refers to American Express Travel Related Services Company, Inc. Use of the American Express @ Work Services is restricted to those authorised users designated by Company during the implementation of their American Express @ Work Services ("User(s)"). Company understands that the designation of, and restricting access to, Users is part of the security of their overall American Express @ Work Services data and agrees that Company shall not substitute or replace any User, or add any additional Users, except upon notice to and with the assistance of the applicable American Express @ Work Services Support Team whose responsibility it is to provide for these services. Company shall ensure that all Users comply with the terms and conditions of this Agreement.

(b) Password

Company is responsible for protecting the confidentiality of the User ID(s) and Password(s) assigned to each User by American Express (collectively, the "Password"). Company shall be responsible for any use of the American Express @ Work Services accessed by a Password, whether authorised or unauthorised. American Express shall not be liable for any loss or damage arising from the use or misuse of any Password.

(c) Licence Rights and Terms

Pursuant to these terms and conditions, American Express hereby grants each User a limited, non-transferable, non-exclusive licence to permit Users to access and use the selected American Express @ Work Services for the sole purpose of managing Company's American Express related data and accessing and/or creating reports relating thereto and solely during the term of this Agreement. American Express shall retain all rights to and in the American Express @ Work Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither Company nor the Users may download the American Express @ Work Services. Neither Company nor its Users shall:

- (i) remove any copyright or other proprietary legends from the American Express @ Work Services;
- (ii) sub-licence, lease, rent, assign, transfer or distribute the American Express @ Work Services to any third party;
- (iii) alter, modify, copy, enhance or adapt the American Express @ Work Services;
- (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the American Express @ Work Services with any other software or materials; or
- (v) otherwise create or attempt to create any derivative works from the American Express @ Work Services.

Notwithstanding the foregoing, you may download JAVA Applets as applicable based on the American Express @ Work Services selected and you may download, keep or merge reports generated by you through American Express @ Work Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. This licence granted in this section shall terminate with respect to each type of American Express @ Work Services selected by Company upon termination of Company's relevant American Express commercial account agreement(s).

(d) Customer Obligations

Company will comply with all applicable laws with respect to the American Express @ Work Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the American Express @ Work Services with content and data for which Company has all necessary rights.

Conditions of Use - American Express @ Work® (Continued)**(e) Termination**

Either party may terminate this licence for any reason or no reason by giving the other party **30 days** prior written notice. American Express may immediately terminate this licence upon written notice to Company if:

- (i) Company fails to pay any applicable fee when due pursuant to the terms of the Company's relevant American Express commercial account agreement(s);
- (ii) Company or its Users breach obligations set forth in this section; or
- (iii) Company or its Users otherwise breach any other terms contained in this Agreement.

Upon the expiration or termination of this licence for any reason, Company shall:

- (i) immediately require that all Users cease using the American Express @ Work Services;
- (ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and
- (iii) within **15 days** after expiration or termination that Company and its Users destroy or return any American Express documentation and confidential information in Company's possession or control to American Express. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Notwithstanding the above, you may download, keep, or merge reports generated by you through the American Express @ Work Services. We retain all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. All terms relating to an American Express Corporate Card or Corporate Purchasing Card Account Agreement will survive the termination or expiration of this licence.

(f) Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. American Express @ Work Services may experience unanticipated downtime or interruptions.

(g) Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the American Express @ Work Services will meet Company's requirements or that access to the American Express @ Work Services, or the operation of the American Express @ Work Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the American Express @ Work Services will be accurate. American Express @ Work Services are provided "as is" and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim all representations or warranties of any kind, expressed or implied, including, without limitation any implied warranty of merchant ability, fitness for a particular purpose, title, non-infringement or accuracy.