

AMERICAN EXPRESS INTERNATIONAL CURRENCY BUSINESS CARD

Charge Card Agreement

The parties to this agreement are us, American Express Services Europe Limited and you, the Cardmember who signs the agreement.

PART 1 OF YOUR AGREEMENT

CONTACT DETAILS

Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX
 US Dollar and Euro Cards:
 Telephone number: +44 (0) 1273 868 900
 Website: americanexpress.com/icc
 Sterling Cards:
 Telephone number: +44 (0) 1273 620 555 or 0800 917 8047 (UK only)

FEE CHARGES AND OTHER COSTS

Fees and charges	US Dollar Cards	Euro Cards	Sterling Cards
Cardmembership You can choose to apply for a Card with certain Card benefits. Or you can opt for a Card without those Card benefits (called a Basic Card). For more information, please see "Card benefits" in Part 2 of this agreement	Basic Card: US\$0 Green Business Card: US\$100 Gold Business Card: US\$300	Basic Card: €0 Green Business Card: €100 Gold Business Card: €300	Basic Card: £0 Gold Business Card: £95
Supplementary Cardmembership	Green Business Card: US\$50 Gold Business Card: US\$100	Green Business Card: €50 Gold Business Card: €100	Gold Business Card: £35
Late payment - if you're late in paying off the full amount you owe each month	2% and US\$ 25	2% and €25	£12
Returned payment - if we have to return a payment you've made because it's recalled by the bank that sent it	US\$15	€15	£12
Copy Statements	US\$4	€3	£2
Foreign transaction - on the amount after we've converted a transaction into the currency of your Card	3% of the converted US Dollar amount	2.7% of the converted Euro amount	2.99% of the converted Pounds Sterling amount
Annual government stamp duty charge - if you're resident in the Republic of Ireland. (Please note that this is subject to change by that government). Rates are calculated by us using an exchange rate prior to the date of payment	Equivalent value of €30 in US Dollar	€30	Equivalent value of €30 in Pounds Sterling
Collection costs - for collecting amounts you owe us	Our reasonable costs, including legal fees.		

If a Cardmembership fee applies, we'll charge it for each membership year (consecutive periods of 12 months beginning on the date your Account is opened) beginning on the first statement date and then annually.

HOW MUCH CAN YOU SPEND

Is there a limit on how much you can spend?

We don't usually limit how much you can spend on your Account but, from time to time, we may set a spending limit which could be temporary or permanent. We'll tell you if we do this. Any limit also includes spending by a Supplementary Cardmember.

We may set and vary limits and restrictions on certain uses of the Card or certain transactions. For example, contactless purchases may be subject to maximum amounts. You can find out if there are such limits by calling us.

Keeping within any spending limit

If we apply a spending limit to your Account, you must not go over this limit.

If we allow a transaction that takes you over your limit, if we ask you, you must pay enough into the Account to bring it back within the limit immediately.

HOW ARE REPAYMENTS TO BE MADE?

How much and when you must pay

You must repay the full amount you owe as shown on your statement each month by the payment due date.

We'll treat any credits or refunds to your Account as payments made by you.

CAN THIS AGREEMENT BE CHANGED?

When we make changes

As this agreement is not for a fixed period, we're likely to need to make changes to fees and other terms and the services we provide for reasons we can't predict when the agreement was made.

We've set out some specific reasons for making changes to the agreement but if any of these don't apply we may still make a change as long as we:

- tell you in advance about the change; and
- make clear that you can end the agreement without charge if you don't want to accept the change.

Our main reasons for changes

We can change the agreement, including by changing or introducing fees for any of the following reasons:

- where the costs to us of providing your Account change or we have a good reason to expect that they will change (this could include where there's a change in how much it costs us to borrow funds to lend you);
- where we're changing the way you can use the Account;
- where we're changing the Card benefits offered with your Account;
- where the change is either good for you (including where we're making the change to improve the security of your Account or we're making the agreement clearer or fairer) or neutral;
- to reflect changes or developments in the technology or systems which we use;
- where we're making the change to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent); or
- where we have a good reason to think that a change in your circumstances means that the risk that you might not be able to repay us has increased.

Telling you about changes

We'll give you at least two months' notice of the change and give you details of when the change will take effect. If you don't want to accept any change, then you can always end this agreement by paying off all the amounts you owe us and telling us to close your Account (see 'Ending your agreement' in Part 2). If you don't do this, we'll assume you've accepted the change.

Ending Card benefits

If Card benefits are offered with your Card you may tell us at any time that you no longer wish to maintain those Card benefits, in which case you may be entitled to a Basic Card with no Card benefits. We'll also refund your Cardmembership fee on a pro rata basis.

Switching you to a different type of Card

You can tell us at any time that you want to have a different tier of Card. If you do, we may offer you to an alternative type of Card.

We may change the tier of Card we issue you with to another Card subject to you entering into a new agreement if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current Card or that you now qualify for a different Card. We'll always give you notice if we do this and we'll tell you if there are any changes to your agreement as a result.

If you change to a different tier of Card, unless we tell you otherwise, we'll reset the start of any Cardmembership year to the date of the new agreement. We'll refund any Cardmembership fee applicable to your previous type of Card on a pro rata basis.

Your Right to Cancel

You can cancel this agreement, without giving a reason, within 14 days starting on the day you or the bank receives your Card. You can cancel by contacting us using the contact details on our website or on the back of your Card.

If you cancel, you must repay everything you owe us (except any Cardmembership or Supplementary Cardmembership fees).

You can ask for a copy of this agreement free of charge at any time.

PART 2 OF YOUR AGREEMENT

HOW YOUR AMERICAN EXPRESS ACCOUNT WORKS

Using the Card

You may use the Card for purchases up to any applicable spending limit.

Using a third party provider (TPP)

A TPP is a third party service provider that's authorised by or registered with the Financial Conduct Authority or another European Economic Area (EEA) regulator or otherwise permitted by law to access your Account information. You can choose to authorise TPPs to provide services to you by accessing your Account. If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to the same Account information that you'd be able to access if you were dealing with us online.

We may also refuse to allow a TPP to access your Account if we're concerned about unauthorised or fraudulent access by that TPP. If we do, we'll tell you why in the way we think most appropriate (unless doing so would compromise our reasonable security measures or otherwise be unlawful).

How you can authorise and cancel transactions

To authorise a transaction you can present a Card or provide your Account details and, if required, use your security details (such as a PIN, passcode, personal identifiers, biometric data or other details).

You may authorise a third party nominee (including a bank or other corporate entity) to service certain elements of your Account (as set out in the application form). You must give us details of this person and we must agree to them before they can be used. You agree that we can accept instructions on and payments for your Account from such nominee until you tell us otherwise. You will be bound by any such instructions or payments and remain responsible at all times for your obligations under this agreement. If your nominee fails to act on your instructions and you are then in breach of this agreement, that is your responsibility.

You agree that any notice or communication under this agreement which is sent to your nominee will be deemed sent to you. We may still send you any notices or information and communicate directly with you under this agreement. We may for any reason refuse to deal with your nominee and deal directly with you.

You authorise us to pay any and all annual or other government duties payable as a result of you holding your Account or having a Card, as they become due from your Account. You are liable to pay us the amount of such charges as if they were a transaction on your Account.

We may deactivate contactless payments at any time.

You can't cancel purchases you make with a Card but you can cancel other transactions that you've asked us to make in the future or regular pay-

ments (such as annual membership fees) if you ask us before the end of the business day before they are due to be made.

When we can refuse to make a transaction

We may refuse to authorise a transaction if:

- we have reasonable grounds to suspect unauthorised or improper use or fraud;
- we reasonably consider that acting on your instructions might lead to:
 - a breach of law, regulation, code or other obligation; or
 - action from a government, law enforcement agency or regulator;
- we're legally required to;
- use of the Card would be prohibited; or
- the transaction would exceed a transaction limit of some sort or take your Account over your spending limit.

You may not use your Account for illegal activities or in a manner which disguises the true nature of the transaction, for example, by obtaining cash through a transaction which you know will be treated as a purchase of goods and services, or by using your Card at a merchant you own or control.

If we do refuse a transaction, you'll normally be told at the point of sale. In all cases, you can find out about transactions we've refused, including the reasons why or any limits we may have put on your Card, by calling us.

If we don't authorise a transaction or a retailer doesn't accept the Card we're not responsible for any loss.

Transactions you haven't authorised

You're not responsible for any transactions:

- made using the actual Card before you receive it (for example, if your Card is stolen in the post);
- where we haven't told you how you can contact us to notify us that your Card or security details have been lost, stolen or compromised;
- if we fail to apply procedures that we're legally required to use to check that a payment has been authorised by you or a Supplementary Cardmember;
- not authorised by you or a Supplementary Cardmember or any person you or a Supplementary Cardmember allowed, in breach of the agreement, to use your Account or Card;
- made by a person you or a Supplementary Cardmember allowed, in breach of the agreement, to use your Account or Card after you tell us you suspect your Account is being misused.

You're responsible if you or a Supplementary Cardmember:

- use your Account or Card fraudulently;

- have been grossly negligent (in these cases, you'll be responsible for all payments from your Account until you've told us that your Card or security details have been lost, stolen or compromised, or you suspect misuse);
- allowed someone else to use your Account or Card, including if someone else is allowed to access a mobile phone or other device on which your Card has been registered (for example, by giving them your passcode or by letting them register their fingerprint on it) but you won't be responsible for any transactions made by a person you or a Supplementary Cardmember allowed to use your Account or Card after you tell us you suspect your Account is being misused.

If there are errors in a transaction and this is our fault, we'll give you a refund. We may then resubmit the correct transaction.

You must contact us as soon as you notice an unauthorised transaction has been made from your Account. We'll refund the amount of the unauthorised payment as soon as we reasonably can, and, in any event, before the end of the working day after you tell us. Once we've completed our investigations, if we find you weren't entitled to a refund, we'll adjust your Account accordingly.

Transactions for unexpected amounts

If you make a purchase within the European Economic Area and, at the time that you authorised it, you didn't know exactly how much you were going to be charged (for example, at a hotel check-in) you can request a refund from us if the amount charged is more than you reasonably expect and you ask for the refund within 8 weeks from the date of the statement on which the purchase appears.

You'll need to provide us with all the information we reasonably ask for and we may provide this information (including personal information) to third parties investigating your claim. We'll conclude our investigation within 10 business days of us receiving all required information and either make the refund or tell you why we've refused your claim.

You're not entitled to a refund if you or a Supplementary Cardmember gave consent for a transaction directly to us and, at least four weeks before the transaction was made, you were given information about the transaction (or it was made available to you) by us or the retailer. For example, at the time you placed an order, the exact amount was unknown but was later confirmed to you at least four weeks before your Card was charged.

Theft, loss or misuse of the Card or Account

You or a Supplementary Cardmember must:

- sign the Card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable);
- not let others use the Account or Card and regularly check you still have the Card;
- not give the Card or Card number to anyone else other than us, or for the purpose of making a transaction and not share your security details with anyone else (other than us or a TPP if it's necessary to do so);
- choose a PIN or passcode that is not easy to guess.

If you or a Supplementary Cardmember, register a Card for use on a mobile phone or other device, you or the Supplementary Cardmember, must:

- keep it and your security details safe and secure at all times, in the same way you would your Card or PIN;
- always use the lock feature on the phone or other device, where applicable;
- never share your security details or allow another person to have access to the device in a way which allows them to make transactions using the Card registered on the device.

You or a Supplementary Cardmember must tell us straight away if you suspect:

- a Card has been lost or stolen or not received;
- a mobile phone or other device to which a Card has been registered has been lost, stolen or compromised;
- someone else knows a PIN or other security details; or
- the Account or a Card is being misused or used without authorisation, or a transaction on the Account has not been authorised or has been processed incorrectly.

Our contact details are at the beginning of this agreement.

If the use of a Card is stopped for any reason, the use of all other Cards issued on your Account may also be stopped at the same time.

If you register for online Account services, you must keep your security details (such as your username, password or other details) and also your mobile phone or other device safe and secure.

How to pay

You must make payments to us by any method set out on your statement or any method we otherwise tell you.

If you hold a US Dollar Card you must pay us in US Dollars, if you hold a Euro Card you must pay us in Euros and if you hold a Sterling Card, you must pay us in Pounds Sterling. If you pay in another currency to the one stated above, we may refuse to accept the payment. If we do accept it, we will change it into the correct currency at the standard rate we set on the date we receive the payment unless the law requires us to use a particular rate. In this case, or if you pay using a cheque drawn on a bank Account outside of the UK, there may be a delay before the payment is credited to your Account. We may impose additional charges for converting payments including any currency conversion cost incurred by us.

You must make a separate payment for each Account you hold with us. If you send payments together and don't clearly designate the Account to be paid, we may apply payments to any Account.

We'll apply any payment to your Account on the day we receive it, as long as this is within our business hours. We'll apply any payment we receive after that time on the next business day.

How we apply payments

We'll normally apply payments to your Account in the following order:

- any Cardmembership fees and Supplementary Cardmembership fees;
- service charges (for example, statement copy fees);
- late payment fees;
- other fees charged by us that appear as a separate item on your monthly statement, for example, returned payment fees;
- collection charges; transactions that have appeared on a monthly statement; and
- transactions that have not yet appeared on your monthly statement.

Missing payments

Missing payments can have serious consequences. It could mean:

- you have to pay additional charges or costs;
- your credit rating may be affected, making it more difficult or expensive to obtain credit; and
- legal action (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property) or bankruptcy proceedings may be taken against you to recover any debt owed under this agreement.

Payments into your Account by mistake

If we make a payment into your Account by mistake or as a result of a systems error, we'll automatically take the amount out of your Account.

If we're told that a payment from within the European Economic Area (EEA) was made into your Account as a result of someone else's mistake (for example, if the payer gave the wrong Account number or reference), but, when we contact you, you tell us the payment was intended for you, we're legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.

Supplementary Cardmembers

Unless you have a Basic Card, at your request, we may issue Cards on your Account to Supplementary Cardmembers. You must make sure that Supplementary Cardmembers keep to this agreement.

You're responsible for all use of your Account by Supplementary Cardmembers and anyone they allow to use your Account. This means you must repay all transactions they make.

If you want to cancel a Supplementary Cardmember's right to use your Account you must tell us.

Converting Transactions made in a foreign currency

If we receive a transaction or refund for processing in a currency other than that of your Card, we'll convert it into the currency of your Card on the date it's processed (which may be different to the date of the transaction or refund). This means that the exchange rate used may differ from the rate that applied on the date of your transaction or refund. Exchange rate fluctuations can be significant.

If your Card is a Euro Card or a Pounds Sterling Card and the foreign transaction is not in US Dollars then the transaction will be first be converted to US Dollars and then into the currency of your Card, but we'll only charge one foreign transaction fee.

The exchange rate we use will be:

- the rate required by law or customarily used in the territory where the transaction or refund is made, or where this doesn't apply;

- based on interbank rates selected from customary industry sources on the business day prior to the processing date. We call this conversion rate the 'American Express Exchange Rate'.

You can find our rates via the online Account centre for pounds sterling Cards or, for others, by calling us.

When you make a transaction in a foreign currency, you may be given the option of allowing a third party (for example, the retailer) to convert your transaction into the currency of your Card before submitting it to us. If you decide to do this, the exchange rate and any commission or charge will be set by the third party and may include a commission or charge. As we'll receive a transaction converted by a third party in the currency of your Card, we won't apply a foreign transaction fee.

The total cost of converting your currency (we call this the 'Currency Conversion Charge') consists of the American Express Exchange Rate and the transaction fee. Regulation requires us to provide you with information to enable you to compare the cost of the Currency Conversion Charge with reference rates issued by the European Central Bank. This information can be found on our website.

You agree you are acting only for the purposes of your trade, business or profession when using the Card and acknowledge and agree that we are not required to send any notifications to you relating to Currency Conversion Charges, as required by Regulation (EU) 2019/518.

Statements and legal notices

We'll send statements to you by your chosen method at least once a month if there has been any Account activity and otherwise once every 12 months. This may include sending statements to your bank if you have instructed us to do so. This could be by post, by posting them in the online Account centre or by making them available to you in any other lawfully permitted manner.

We may send you notices (including any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you) on or together with your statements.

In addition to payment information, each statement will show all transactions and amounts charged to your Account in the statement period and the total Account balance.

Always check each statement and contact us as soon as possible if you need more information about anything.

If you receive statements online, you should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail.

If you receive statements by post, we'll send statements (and any notices we're required by law to provide) by post, addressed to you, at the latest billing address on our records.

Contacting you

We may send you important messages and other communications (including alerts) about your Account, Card or Card benefits in line with your preferences. This could be by email or SMS, on your statements or by posting them in the online Account centre, if applicable, for example, we may send you an alert to confirm that you've updated your contact information.

There are some messages we need to send you (such as statements of your Account or security alerts), but you can opt out of receiving other alerts or communications (such as marketing) by contacting us using the online Account centre, if applicable, or by calling us.

If we need to contact you about any actual or suspected fraud or security threats, we'll do this using the fastest and most secure way of contacting you (for example, we may try to send you a text message rather than calling you).

Changing your contact details

We'll use your most recent contact details to contact you. You must notify us immediately if you change the mailing address or email address we send statements or notices to.

We may update your contact details if we receive information that they have changed or are incorrect. If we've been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.

Any legal notices will be posted to the online Account centre (if applicable) or sent to your last known mailing address or email address.

Suspending your Account

We may suspend your Account or any feature on your Account if:

- you tell us to close your Account;
- we consider it necessary for the security of the Account;

- you're in breach of the agreement;
- we suspect unauthorised, improper and/or fraudulent use; and
- we reasonably think there's a significantly increased risk that you'll not be able to repay us.

We'll normally notify you beforehand or immediately afterwards and may provide you with the reasons.

If your Account is suspended, you (and any Supplementary Cardmember) must:

- not use the Card;
- inform retailers not to seek to take any further payments from your Account; and
- still pay the total Account balance.

We'll allow you to use the Account, if the reasons we suspended your Account in the first place no longer apply. You can tell us this is the case and request reinstatement by calling us.

Ending your agreement

This agreement is open ended and has no fixed duration. You and we can end it without giving any reason. You can do this at any time by contacting us (our contact details are at the beginning of this agreement) to tell us to close your Account and by paying off all the amounts you owe.

We can do this by giving you at least two months' written notice, but we may end this agreement immediately if:

- you repeatedly fail to pay the total Account balance or go over any spending limit;
- you seriously or persistently breach this agreement;
- you give us false or misleading information;
- steps are taken to make you bankrupt or to make you the subject of any form of debt relief process;
- you breach another agreement you have with us or another of our group companies;
- we reasonably consider that by continuing the agreement we might:
 - breach a law, regulation, code or other obligation; or
 - face action from a government, law enforcement agency or regulator;
- you become incapacitated or die;
- you behave in an abusive or threatening way to our staff; or
- we have reasonable grounds to believe you're unable or unwilling to pay your debts when due.

In any of these circumstances, we may close your Account and require you to repay immediately all amounts you owe us under this agreement in full.

If you're having or may have difficulty making payments, please call us as soon as you can. We'll always follow any legal requirements to provide you with notices before we end the agreement.

The agreement will only come to an end once you've paid off all amounts you owe us. Until then:

- all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement);
- you (and any Supplementary Cardmember) will have no rights under it to use the Account or the Card to make transactions; and
- your Card benefits will stop.

You must destroy all Cards when the agreement ends.

If you pay a Cardmembership fee or Supplementary Cardmembership fee annually, we'll refund any Cardmembership fee you've paid for the period following the end of the agreement.

Card benefits

You may choose to apply for a Card with additional services and benefits (known as Card benefits), such as rewards points or insurances. Where you have such a Card, you will be charged a Cardmembership fee.

Where there are Card benefits on your Card, they will be subject to separate terms and conditions and we'll communicate separately with you in relation to those Card benefits.

Alternatively, you may choose to apply for a Basic Card without Card benefits. There is no Cardmembership fee for a Basic Card.

Set off

We may, at any time, without notice or demand, set off against any credit on your Account any amount you owe us on any other Account you have with us (in whatever currency), until everything you owe us has been fully repaid.

Complaints about us

If you have a complaint about your Account or the service you've received, please contact:

Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.

If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman service on their website at www.financial-ombudsman.org.uk.

You can also make a complaint via the following website: <https://webgate.ec.europa.eu/odr>

How we're regulated

We are authorised and regulated by the Financial Conduct Authority under registration number 661836.

The Financial Conduct Authority, The International Quarter of Stratford: 12 Endeavour Square, London E20 1JN

Claims against retailers or other third parties

If you dispute a purchase transaction with a retailer or other third party, we may credit the Account for all or part of the disputed transaction.

If we do so, whether we were legally required to make the refund or not, you and any Supplementary Cardmembers agree that you're automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the retailer or other third party.

You agree that you won't pursue any claim against the retailer or other third party for the credited amount, and you must cooperate with us if we decide to do so. Where necessary to pursue a claim, we may need to use your personal information (including disclosing it to the retailer or other third party) to do so but we will notify you of such use where this is the case.

How we use your information

For the purposes of the Payment Services Regulations 2017, you explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by telling us to close your Account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.

Assigning the agreement

We may sell, transfer or assign this agreement and your Account. We may do so at any time without notifying you, unless we're required to notify you by law. You may not sell, assign or transfer your Account or any of your obligations under this agreement.

Waiver of rights

We may choose to delay enforcing or to not exercise rights under this agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

Language and governing law

This agreement and all communications between us concerning this agreement shall be in English.

This agreement and dealings between us before you enter into the agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.

Taxes and duties

You must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any transaction on your Account or any use of the Account by you or any Supplementary Cardmember.

Limitations on our liability

If we break this agreement, we won't be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would've been unavoidable despite all reasonable efforts to prevent the event happening.

CARDMEMBER PRIVACY STATEMENT

What is this document?

At American Express, we are committed to safeguarding your privacy. We want you to know how we collect, use, share, and keep information about you and the choices that are available to you when you request our products or services.

In this privacy statement, we describe how American Express, in its capacity as the data controller, collects, uses, shares, and keeps information about you in accordance with **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016** (the General Data Protection Regulation). For the contact details of our Data Protection Officer, please see the "Query or Complaint" section.

If you interact with us online, there is a separate Online Privacy Statement available at americanexpress.co.uk that describes how we collect, use, share and keep information about you in that context. The information collected under this privacy statement will be used with information we collect about you online. We therefore ask that you also take time to consider the Online Privacy Statement.

From time to time, we may change this privacy statement. Depending on the nature of the change, we will inform you of any such change through our written communications with you or through our website, americanexpress.co.uk.

Information Collected

This privacy statement describes how we (and our **Service Providers**) collect, use, share, and keep information about you. The types of information we collect will depend on which product or service you request or use. We collect **Personal Information** about you from:

- the application form for a Card Account and other documents you provide to us;
- when you request or utilise products, goods or services (e.g., use your Card to make transactions with merchants, ATM operators, use concierge services or book travel);
- checks at credit reference agencies and fraud prevention agencies including personal and business records (if relevant) (for more information, please see the "Credit Reference Agencies and Fraud Prevention" section);
- you, through the way you communicate with us and use your Account (e.g., telephone numbers provided during servicing calls);
- any research, surveys or competitions you enter or respond to or any marketing offers for which you register; and
- third parties, such as in marketing lists which we lawfully obtain from **Business Partners**.

Use of Information

We use your **Personal Information**: (i) where it is necessary for the performance of a contract or compliance with a legal obligation (e.g., due diligence financial institutions are required to perform before approving Card Accounts); (ii) for our legitimate interests, such as to establish, exercise or defend legal claims, prevent fraud and/or enhance our products or services; or (iii) where we have obtained your consent, such as for marketing purposes. More specifically, we use your **Personal Information** to do the following:

- deliver products and services, including to:
 - process applications for our products, including making decisions about whether to approve your application;
 - administer and manage your Account, such as whether to approve individual transactions;
 - communicate with you through email, SMS or any other electronic methods about your Accounts, products, and services and to update you about new features and benefits attached to the products or services that you requested;
 - service and manage any benefits and insurance programmes provided along with the products or services that you requested;
 - answer questions submitted to us by you and respond to your requests;
- advertise and market products and services for the **American Express Group of Companies** and our **Business Partners**, including to:
 - present content that is personalised in accordance with your preferences;
 - help determine whether you may be interested in new products or services;
 - communicate promotions and offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to products and services that may interest you or which are similar to your existing American Express products and services;

- improve our products and services and conduct research and analysis, including to:
 - better understand our customers, their needs, preferences and behaviours;
 - analyse whether our ads, promotions and offers are effective;
 - conduct testing (to ensure security and when we update our systems), data processing, website administration and information technology system support and development;
 - allow you to give feedback by rating and reviewing our products and services and those of our **Business Partners**;
 - produce data analytics, statistical research, and reports on an aggregated basis;
 - monitor and/or record your telephone calls with us or our **Service Providers** to ensure consistent servicing levels (including staff training) and Account operations;
- manage fraud, operational and security risks (using automated processes and/or manual reviews) including to:
 - review and approve individual transactions including those you make through digital channels;
 - detect and prevent fraud or criminal activity;
 - safeguard the security of your information;
 - develop and refine our risk management policies, models and procedures for applications and customer Accounts, relying upon information in your application or relating to your creditworthiness and Account history (if applicable);
 - comply with laws and regulations, including to establish, exercise or defend legal claims and assist in dispute resolution;
- process your application (or personalise your offers) for our products and services (using automated processes and/or manual reviews) including to:
 - help us better understand your financial circumstances and behaviour so that we can make decisions about how we manage your existing Accounts and what other products or services can be extended to you; and
 - inform our collection practices and share information with credit reference agencies and fraud-management agencies (for more information, please see the "Credit Reference Agencies and Fraud Prevention" section).

Information Sharing

We do not share your **Personal Information** with anyone except as described below. We will share your **Personal Information** only with your consent or as required or permitted by applicable law, such as with:

- credit reference agencies and similar institutions to report or ask about your financial circumstances, and to report debts you owe to us (for more information, please see the "Credit Reference Agencies and Fraud Prevention" section below);
- regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and law enforcement requests;
- collection agencies and external legal counsel to collect debts on your Account;
- our **Service Providers**, regulatory authorities, law enforcement, governmental agencies and third parties such as your bank, building society or other payment Card issuers;
- companies of the **American Express Group of Companies**;
- our **Service Providers** who perform services for us and help us manage your Account and/or operate our business;
- **Business Partners**, including co-brand partners, to provide, deliver, offer, customise or develop products and services to you, either jointly or separately. We will not share your contact information with **Business Partners** for them to independently market their own products or services to you without your consent. However, we may send you offers on their behalf with your consent. Please note that if you take advantage of an offer provided by a **Business Partner** and become their customer, they may independently send communications to you. In this case, you will need to review their privacy statement and inform them separately if you wish to decline receiving future communications from them;
- any party approved by you, including loyalty partners that you connect to your Membership Rewards Account (if applicable) and dependent on your Card product, any partners available in your Card benefits programme with whom you choose to enrol; or
- anyone to whom we transfer or assign our contractual rights.

Supplementary Cardmembers

Prior to providing us with any **Personal Information** belonging to another person, including **Supplementary Cardmembers**, please ask that individual to review this privacy statement and confirm their consent to the sharing of their information with American Express and any other party described in this notice.

The provisions of this privacy statement apply to any **Supplementary Cardmember(s)** who you have approved to use your Account. Where you have approved the issue of a Supplementary Card:

- we will use the information of a **Supplementary Cardmember** to process their application, issue their Card, manage the Account, and comply with our legal or regulatory obligations; and
- the **Supplementary Cardmember** may need to provide us with your **Personal Information** for identity verification when they contact us about activating or using their Card, register for on-line services and access new or updated services and benefits.

Supplementary Cardmembers will not be permitted to make any alteration to any of your **Personal Information** unless you have provided us with your consent for them to do so.

Credit Reference Agencies and Fraud Prevention

We will exchange your **Personal Information** with credit reference agencies (CRAs) and fraud prevention agencies (FPAs). We may obtain **Personal Information** about you from these agencies including, where relevant, your spouse, and any business in which you are involved (including details of your co-directors or partners in business). For these purposes you may be treated as financially linked to such persons (“financial associates”) and you will be assessed with reference to their “associated records”. You must be sure that you have your financial associates’ agreement to disclose information about them.

When you apply

If you are a director of a business, we will seek confirmation from CRAs that the residential address that you provide is the same as that shown on the restricted register of directors’ usual addresses at Companies House. CRAs will record information about your business and its proprietors and may create a record of the name and address of your business and its proprietors if there is not one already.

During the lifetime of your Account

We will continue to make searches at CRAs to assist in managing your Account and this will include looking at the associated records of your financial associates. These searches will not be seen or used by other organisations to assess your ability to obtain credit. We will also carry out further credit checks whilst any money is owed by you on your Account (including contacting your bank, building society or any referee approved by you).

We may tell CRAs the current balance on your Account and we may tell them if you do not make payments when due. They will record this information on your personal and business credit files (as applicable) and it may be shared with other organisations for the purpose of assessing applications from you, and applications from any other party with a financial association with you, for credit or other facilities, for other risk management purposes and for preventing fraud and tracing debtors. Failure to make repayments may impair your credit rating. Records shared with CRAs remain on file for 6 years after they are closed whether settled by you or defaulted.

We will analyse your **Personal Information** to assist in managing your Account and to prevent fraud or any other unlawful activity. We and other organisations may access and use your **Personal Information** to prevent fraud and money laundering, for example, when:

- checking details on applications for insurance, credit and credit related or other facilities;
- managing credit, credit related Accounts or facilities, and insurance policies;
- recovering debt; or
- checking details on applications, proposals and claims for all types of insurance.

We and other organisations may access and use from other countries the information recorded by FPAs.

For additional information about how CRAs gather and use your **Personal Information**, please review the Credit Reference Agency Information Notice (CRAIN) at www.callcredit.co.uk/crain.

You are entitled to access your personal records held by credit and fraud prevention agencies. You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- Call Credit, Consumer Services Team, PO Box 49, Leeds LS3 1WZ or call 0330 024 7574
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0800 014 2955 or log on to myequifax.co.uk
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 0800 or log on to experian.co.uk

Further information about how your **Personal Information** may be used by CRAs and FPAs is available upon request – please write to American Express Services Europe Ltd, New Accounts Dept. (OCU), P.O. Box 149, Brighton BN88 1NH.

International Transfer of Data

We process, transfer and access your **Personal Information** through our systems in the UK and outside the European Economic Area (EEA), such as in the United States (where our main operational data centres are located) to operate our business, process transactions on foreign purchases, administer your Account or provide products and services to you.

Regardless of where we process your information, we will take appropriate steps to ensure the adequate level of protection for your information in other countries outside the UK or EEA including the USA, where data protection laws may not be as comprehensive as the UK or EEA.

Please note that data transfers within the American Express Group of Companies are made under our Binding Corporate Rules which are available on the privacy section of our website.

Security

We use organisational, administrative, technical and physical security measures to safeguard your **Personal Information** and to help ensure that your information is processed promptly, accurately and completely. We require **Service Providers** to safeguard your **Personal Information** and only use your **Personal Information** for the purposes we specify.

Retention of Information

We will keep your **Personal Information** only as long as we need to deliver the products and services that you requested, unless we are required to keep it for longer periods because of law, regulation, litigation or regulatory investigation purposes. For example, your **Personal Information** will be stored by American Express for 7 years after you close your Account, due to Inland Revenue requirements. If your Account is in default, and the balance remains unpaid or unsettled, in accordance with fair lending practices and our risk and debt recovery policies, this information could be retained by us for longer periods of time and considered if you choose to apply for American Express products in the future.

When your **Personal Information** is no longer necessary for legal or regulatory needs, to administer your Account or to deliver the products and services you have requested, we will take reasonable steps to securely destroy such information or permanently de-identify it. For more information about our data retention practices, you can contact our Data Protection Officer – please see the “Query or Complaint” section.

Access to your Information

We encourage you to check regularly that all **Personal Information** held by us is accurate and up to date. If you believe that any information we hold about you is incorrect or incomplete, you may ask us to correct or remove this information from our records. We recommend that you go to americanexpress.co.uk, log in, and update your **Personal Information**. If you prefer, you can contact our Data Protection Officer – please see the “Query or Complaint” section. Any information which is found to be incorrect or incomplete will be corrected promptly.

Your Rights

You have the right to access, update, erase, change or correct your **Personal Information**. More specifically, you have the right to:

- withdraw your consent for our use of your **Personal Information** at any time, where our processing is based on your consent;
- restrict and/or object to the use of your **Personal Information**;
- request a manual review of certain automated processing activities where your rights are affected; and
- request a copy of your **Personal Information** we have about you.

If you want to exercise any of your rights or if you have any questions about how we process your **Personal Information**, you can contact our Data Protection Officer – please see the “Query or Complaint” section. You also have the right to contact the Information Commissioner directly at www.ico.gov.uk.

Marketing Choices

You can choose how you would like to receive marketing communications, including direct marketing - whether we send them to you through postal mail, email, SMS and/or telephone. If you wish to opt out of receiving mar-

keting from the **American Express Group of Companies**, we recommend you go to americanexpress.co.uk, log in, and update your privacy preferences. If you prefer, you can contact our Data Protection Officer – please see the “Query or Complaint” section below. If you choose to not receive marketing communications from us, we will honour your choice.

Please be aware that if you choose not to receive such communications, certain offers attached to the products or services you have chosen could be affected.

We may contact you to ensure that the information we hold about your marketing preferences is up to date. Also, we will still communicate with you in connection with servicing your Account, fulfilling your requests, or administering any promotion or program in which you have elected to participate.

Query or Complaint

If you have questions about this privacy statement or how your information is handled or wish to make a complaint or exercise your rights, call us at the free phone number on the back of your Card or please contact our Data Protection Officer at DPO-Europe@aexp.com. You may also write to American Express Services Europe Limited, Dept. 2007, Upper Ground Floor, 1 John Street, Brighton, East Sussex, BN88 1NH.

Glossary

American Express (we, our, us) - American Express Services Europe Limited as identified at the beginning of this privacy statement.

American Express Group of Companies - any affiliate, subsidiary, joint venture, and any company owned or controlled by, the American Express Company.

Business Partners - third parties with whom we conduct business and have a contractual relationship, such as processors, suppliers, distribution partners, co-brand partners, insurance and travel service providers, and parties that accept American Express branded Cards for payments of goods/services purchased by you (i.e., merchants).

Personal Information – any information relating to an identified or identifiable natural person, such as name, addresses, telephone number, and email address and other information specific to that individual such as demographic details and transaction information.

Service Providers - any vendor, third party and/or company that provides services or performs business operations on our behalf, such as printing, mailing, and other communications services (email, direct mail, etc.), marketing, data processing and outsourced technology, servicing, collections, ad management, auditors, consultants and professional advisors.

Supplementary Cardmember –other persons you have authorised with additional Cards on your Account.