This Schedule of Card Limits sets forth the load, reload and withdrawal limits associated with the American Express GlobalTravel Card (the “Card”) and is incorporated into the Terms and Conditions you received with the Card.

<table>
<thead>
<tr>
<th>LIMITS</th>
<th>CARD CURRENCY</th>
<th>USD $</th>
<th>EUR €</th>
<th>GBP £</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Load/Reload (For both the initial load and any reload).</td>
<td></td>
<td>$0.01</td>
<td>€0.01</td>
<td>£0.01</td>
</tr>
<tr>
<td>Maximum Load/Reload/Balance (Your available balance on your Card cannot exceed this limit at any time).</td>
<td></td>
<td>$40,000</td>
<td>€30,000</td>
<td>£25,000</td>
</tr>
<tr>
<td>Maximum Load/Reload in 12 months (You can hold a Card in each currency but you cannot load/reload more than USD $60,000 ($50,000 starting January 14, 2016) across all Cards that you hold in a 12-month period. For Example, if you hold two Cards, one denominated in GBP and one denominated in EUR, the maximum that you can load in a 12-month period across both Cards would be the equivalent to USD $60,000. This 12-month limit applies even if you hold Cards purchased through different Authorised Sellers within India).</td>
<td></td>
<td>$60,000</td>
<td>€45,000</td>
<td>£37,500</td>
</tr>
<tr>
<td>ATM 24-Hour Withdrawal (You cannot withdraw more than these amounts from ATMs in a 24-hour period. ATM operators may also limit the minimum and maximum amounts that can be withdrawn in a single transaction. These amounts may also be limited by Exchange Control Regulations or other regulatory controls).</td>
<td>Equivalent of INR 50,000</td>
<td>$1,500</td>
<td>€1,150</td>
<td>£750</td>
</tr>
<tr>
<td>Emergency Funds Access via Western Union (You can receive emergency access to your funds via Western Union up to these limits and only in the name of the Card Member).</td>
<td></td>
<td>$1,500</td>
<td>€1,150</td>
<td>£750</td>
</tr>
</tbody>
</table>

This schedule supersedes all previous communication on Card limits.
The American Express GlobalTravel Card

SELF SERVICING ONLINE:
americanexpress.co.in/globaltravel

24-HOUR CUSTOMER SERVICE
(Toll Free’ numbers)

<table>
<thead>
<tr>
<th>Country</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>India</td>
<td>000 800 440 2191</td>
</tr>
<tr>
<td>Australia</td>
<td>1800 057 234</td>
</tr>
<tr>
<td>Austria</td>
<td>0800 215599</td>
</tr>
<tr>
<td>Belgium</td>
<td>0800 81082</td>
</tr>
<tr>
<td>China</td>
<td>400 881 1419</td>
</tr>
<tr>
<td>France</td>
<td>0805 540 524</td>
</tr>
<tr>
<td>Germany</td>
<td>0800 589 0835</td>
</tr>
<tr>
<td>Greece</td>
<td>00800 44 148 400</td>
</tr>
<tr>
<td>Hong Kong</td>
<td>307 12997</td>
</tr>
<tr>
<td>Indonesia</td>
<td>001 803 44 2308</td>
</tr>
<tr>
<td>Ireland</td>
<td>1 800 995 068</td>
</tr>
<tr>
<td>Italy</td>
<td>800 928 391</td>
</tr>
<tr>
<td>Japan</td>
<td>0120 983 630</td>
</tr>
<tr>
<td>Malaysia</td>
<td>1800 881 552</td>
</tr>
<tr>
<td>Mauritius</td>
<td>8020440004</td>
</tr>
<tr>
<td>Mexico</td>
<td>018009250313</td>
</tr>
<tr>
<td>Netherlands</td>
<td>0800 090 0007</td>
</tr>
<tr>
<td>New Zealand</td>
<td>0800128006</td>
</tr>
<tr>
<td>Portugal</td>
<td>800 208 532</td>
</tr>
<tr>
<td>Singapore</td>
<td>1 800 622 1754</td>
</tr>
<tr>
<td>South Africa</td>
<td>0800 160 992</td>
</tr>
<tr>
<td>Spain</td>
<td>900 812 137</td>
</tr>
<tr>
<td>Sweden</td>
<td>0201 60 5834</td>
</tr>
<tr>
<td>Switzerland</td>
<td>0800 000 427</td>
</tr>
<tr>
<td>UK</td>
<td>0800 028 6434</td>
</tr>
<tr>
<td>USA</td>
<td>1 888 872 8751</td>
</tr>
<tr>
<td>Thailand</td>
<td>001 800 441 7185</td>
</tr>
<tr>
<td>International Collect Call</td>
<td>+1 801 849 2124</td>
</tr>
</tbody>
</table>

To make an international collect call, dial the operator first, indicate you’d like to make a collect call and then provide the international collect phone number.

¹Toll-free numbers are typically free of charge from local land lines.
Please note that some mobile networks may levy charges for using toll-free numbers from a mobile phone. Please check with your mobile network provider before calling. Please note calls made to toll-free numbers may not be available from all mobile networks. Always use the relevant toll-free number of the country you are in. Visit www.americanexpress.co.in/globaltravel for more local access numbers. In the event that a toll-free number is unavailable, please contact our international contact number +1 801 849 2124 for assistance (collect calls are accepted).

The American Express GlobalTravel Card

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Terms and Conditions

1. Introduction
This Agreement sets out the terms and conditions which govern the use of your American Express Global Travel Card. By signing the Application Form you agree to each of the Terms and Conditions set forth in this Agreement.

1.2 Product Issuer
The Card is issued by American Express Banking Corp., a corporation organised under the New York State Banking Law, USA, authorised to carry on banking business in India and having its principal office in India at MGF Metropolitan, 7th Floor, Saket District Centre, New Delhi-110017.

1.3 Purchase of the Card
You can purchase a Card at Authorised Seller locations in India. Please visit www.americanexpress.co.in/globaltravel for the current “Where to Buy” location listing.

Any person resident of India who is 18 years of age or older travelling internationally, either for business or leisure, may purchase the Card, subject to Exchange Control Regulations.

1.4 Description of the Card
The Card is a reloadable prepaid card, so you can only spend what you load. The funds available for use on the Card and the use of your Card are also subject to Exchange Control Regulations.

You may choose from three currencies: US Dollar, Euro and Pound Sterling, or any other currencies we may decide to offer in the future. Each currency requires a separate Card. More than one Card in the same currency can only be issued if the travel is for more than one purpose (subject to maximum of two Cards - Personal and Business). Your Card cannot be transferred to someone else.

The Card is not a gift card, credit card or charge card and cannot be used to access any other account, such as your cheque account or savings account. The Card allows you to lock in the exchange rate at the time of purchase or reload, and it is not linked to a bank account. In addition, subject to the Exchange Control Regulations, available funds on your Card never expire even after the physical plastic expires. You can ask for a refund of the available balance or transfer the funds to a new Card as may be permissible within Exchange Control Regulations. Any unspent balance on the Card should be surrendered in accordance with Exchange Control Regulations. This would be at the prevailing rate of sale of foreign exchange.

When you purchase the Card, we provide you with one active Primary Card and one inactive Backup Card. Please note that the Terms and Conditions for the use of the Backup Card are the same as for the use of the Primary Card. The Backup Card would however have a different card and PIN number.

If your Primary Card is lost or stolen or damaged, simply contact the Customer Service Centre to deactivate your Primary Card and to activate your Backup Card. If your Backup Card is also lost or stolen or if you do not have your Card in your possession for any other reason, you will be able to request a Replacement Card, either locally or when travelling abroad. For your own security, our operator will validate your personal information and request an address to which the new Card should be sent. This address could be an address abroad (e.g. a hotel in which you are or will be staying) or a local address in India. Once you receive your Replacement Card, please contact the Customer Service Centre to activate it. If needed, you will be able to get access to your funds via Western Union while the Replacement Card is in transit. Certain limits may apply. For more details, please refer to Section 4.4 (Card Limits) of this Agreement.

As an American Express Cardmember, you will be able to gain access to our Global Assist Services. Global Assist provides emergency assistance when you are travelling outside India. While many Global Assist Services are benefits available from American Express, Cardmembers are responsible for the costs charged by third-party service providers. Global Assist Services are not meant to replace any travel insurance. Further details about Global Assist Services are available at www.americanexpress.co.in/globaltravel. In addition, you will be able to enjoy exclusive offers of shopping, dining and travel from merchants outside India under the American Express Selects program. Special Cardmember offers and experiences can be found at http://offers.amexnetwork.com/selections.

2. Protection of Your Card and Codes
To prevent misuse of the Card, you must ensure that you:

• sign the back of the Card (in ink) as soon as you have received it;
• keep the Card secure at all times and regularly check that you have the Card in your possession;
• keep the Backup Card separate from the Primary Card;
• do not let anyone else use the Card;
• ensure that you retrieve the Card after making a charge;
• never give out your Card details, except when using the Card in accordance with this Agreement; and
• follow any activation process we tell you about, as soon as possible.

To protect your PIN and online passwords to access your funds and any other codes provided and approved by us for use by you (each called a code), you must ensure that you:

• keep your codes and online passwords in a safe place;
• do not let anyone else use your codes or online passwords;
• do not write down your codes or online passwords;
• do not store your codes or online passwords on any computer or device that is accessible to others;
• do not share your codes or online passwords with anyone;
• do not broadcast, send by email or post your codes or online passwords on the internet or any other public or semi-public medium;
• do not download any application that asks for your codes or online passwords; and
• do not allow any third party to access your computer or device.
3. Risks
You understand that there may be risks associated with the use of the Card. These risks include the following:

- In certain circumstances you may be liable for unauthorised charges on your Card as described in this Agreement.
- You agree that if there is a system failure affecting ATMs or merchant facilities, which is not within our reasonable control, there may be a risk that you may not be able to access your funds held on the Card.
- There is a risk that you may incur charges on your Card which exceed the available balance on your Card. Should this occur, you will be liable to American Express for payment of any charges which exceed the available balance on your Card.

4. Use of Your Card
4.1 Permitted Uses
The Card is intended for use while travelling outside of India, Nepal and Bhutan. You may use your Card, subject to any Exchange Control Regulations and other restrictions set out in this Agreement, to:

- pay for goods and services from overseas merchants who accept the American Express Card in person or through the internet, and, if permitted by the merchant, you may return to the merchant goods or services obtained using your Card and receive a credit to the balance on your Card; and
- obtain cash in foreign currency at any ATM worldwide where American Express Cards are accepted, excluding those in India, Nepal and Bhutan. All you need is your PIN. For a list of ATM networks by country, please refer to the ATM Network Listing enclosed in the Welcome Pack or visit www.americanexpress.co.in/globaltravel

Utilisation of the Card shall be in strict accordance with the prevailing laws and Exchange Control Regulations of the RBI. The Cardmember shall be solely responsible to ensure compliance with all legal/regulatory rules and regulations in force, including without limitation surrender of unspent balance on the Card in accordance with relevant Exchange Control Regulations prevalent from time to time. We will not be liable for any consequential or indirect loss or damage, arising from or related to the non-compliance by Cardmember with the same and the Cardmember shall be liable for any action that may be instituted under the Foreign Exchange Management Act, 1999.

4.2 Purchases at Merchant Establishments
Present the Card to the merchant at the time of payment and sign the receipt with the same signature you used when you signed the back of your Card. Retain the receipt as a record of the transaction. You agree to use the Card only for lawful purposes. You acknowledge that purchases made with your Card, are similar to those made with cash. You cannot "stop payment" on such transactions.

Depending on the merchant’s policy, you may be able to use your Card with another form of payment, such as cash, cheque or another card, to make a purchase. This is known as a split tender transaction. To make a purchase for more than the available balance on the Card:

- a) present the Card for payment and tell the cashier it is a prepaid card;
- b) tell the cashier the available balance and ask whether another form of payment will be accepted for the balance purchase value;
- c) before the Card is "swiped" tell the cashier to only authorise the Card for the available balance;
- d) if the Card is declined, remind the cashier of the available balance; and
- e) be prepared to provide a second form of payment to cover the balance of your purchase.

Some merchants may only allow you to use cash or cheque, but not another card, as the second form of payment. Using your Card in the currency that the merchant transacts with provides you with a safe and convenient way to avoid foreign currency exchange rate fluctuations and Cross Currency Conversion Fees while shopping. For security purposes, you may be required to provide the 4-digit security code (printed above the Card number on the face of your Card) and your name. You should use your first and last name as provided when you purchased the Card.

4.3 Card Fees
Your Card shall be subject to the fees and charges set forth in the section entitled “Schedule of Fees and Charges” in this Terms and Conditions booklet itself.

You authorise us to deduct the fees from the relevant amount loaded/reloaded on the Card. Fees thus charged will reduce the available balance on your Card accordingly.

Note that some merchants may charge an additional fee when the Card is used. This fee is determined and charged by the relevant merchant and is not retained by us.

We may change any of the fees mentioned in the Schedule of Fees and Charges. We will provide notice of any change in accordance with Section 13 (Changes) of this Agreement, to the extent that if you do not agree with such changes, you will have the right to cancel this Agreement and claim refund of the balance unspent amount as per the terms provided under Section 17 (Cancelling your Card) of this Agreement. You may also access www.americanexpress.co.in/globaltravel for the most updated Schedule of Fees and Charges.

4.4 Card Limits
Your Card shall be subject to the load, reload and withdrawal limits set forth in the section entitled “Schedule of Card Limits” in this Terms and Conditions booklet itself.

You may also access www.americanexpress.co.in/globaltravel for the most updated Card limits. American Express reserves the right to limit or reduce the amount of Card limits per day or over a specified period, for effecting any transaction. In addition, ATMs, and/or Merchant Establishments may also limit or restrict the number of transactions that may be effectuated through use of the Card. These limitations will vary for every ATM, and/or Merchant Establishment.

American Express shall not be responsible for either ascertaining, or notifying the Customer as to such limits/restrictions and shall not be liable for any loss suffered by the Customer due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs, and/or Merchant Establishments.

American Express shall pay no interest, compensation or any benefit/bonus to the Customer in connection with the Card limits, and the Card limits/load do not constitute a deposit by the Customer with American Express (or with any other person) nor do they entitle the Customer to any overdraft/credit facility.

4.5 Prohibited Uses
You must not:

- give your Card, PIN or any access code to others or allow them to use your Card for charges, identification or any other purpose;
- use your Card if you find your Card after reporting it to us as lost or stolen;
- use your Card for a charge which would put the Card into negative balance;
- use the Card if you have been notified that your Card has been suspended or cancelled or after the expiry date shown on the front of the Card;
- use the Card for an unlawful purpose or for such items/activities for which drawal of foreign exchange is not permitted; or
- use your Card for recurring bill payments, gambling or for over-the-counter cash withdrawals.

It is your responsibility to ensure that there is no prohibited use of your Card. You will be responsible for any prohibited use of your Card even if we did not prevent or stop the prohibited use.

4.6 Restricted Countries
As the Card is intended for international travel, it cannot be used within India, Nepal and Bhutan at any merchants or ATMs.

Elsewhere, you cannot use the Card at merchants who do not accept American Express Cards or in countries where Indian or United States restrictions apply. To view a list of the current restricted countries please go to the FAQ Section on www.americanexpress.co.in/globaltravel or call the Customer Service Centre for more information.

4.7 ATM Access
We will provide you with a Personal Identification Number (“PIN”) for your Primary Card and a separate PIN for your Backup Card upon Card issuance. Your PIN can also be viewed at your online account on the website. You may use the Card and PIN to obtain cash worldwide at ATMs that accept American Express Cards, subject to certain withdrawal limits. Do not write or keep your PIN with the Card. If you have forgotten your PIN, it can always be viewed at your online account at americanexpress.co.in/globaltravel. If you believe your PIN has been compromised or otherwise need or desire to request a change in your PIN, please immediately contact Customer Service at 000 800 440 2191 (International Collect: +1.801 849 2124). To get cash, use the "Checking Account" option at any ATM but you may need to try alternative options if you are unsuccessful. Subject to
the amount of available funds on your Card, you may use the Card to obtain funds up to the withdrawal limit, plus any fees assessed. We may change this amount at any time for legal, risk management or security purposes. Acceptance within ATM networks may change at any time. Use of the Card at ATMs is subject to all applicable fees, surcharges, rules and customs of any clearing house, ATM network, or other institution or association involved with the transaction. The operator of the ATM may impose a fee in addition to any fee charged by us. See the Schedule of Fees and Charges and the Schedule of Card Limits for applicable fees and limits.

5. Emergency Funds Access

In the event that your Card is lost or stolen and/or while your Replacement Card is in transit, and if you need immediate access to your funds, we will arrange emergency cash access by forwarding your funds to you through the Western Union network. To request your emergency funds, please contact our Customer Service Centre. The list of phone numbers are detailed in this Agreement and can also be accessed on our website www.americanexpress.co.in/globaltravel. For your convenience, our representative agents will ask you to provide us with your location, so the closest Western Union branch to you can be located. Please note that limits will apply to the amount you can request and the number of times you may request this service, and that the request can only be made in the name of the person to whom the Card has been issued. See the Schedule of Fees and Charges and the Schedule of Card Limits for applicable fees and limits.

6. Available Balance on the Card

6.1 Initial Purchase and Reloads

When you purchase the Card, you must purchase funds in the Card Currency you have selected at an Authorised Seller in India. You understand and agree that the Authorised Seller is obliged by law to identify and verify your identity. The Authorised Seller is also required to record your travel details, the date of departure as well as your destination. You must provide the Authorised Seller with a written undertaking in accordance with the Exchange Control Regulations. Details thereof are available on the RBI website www.rbi.org.in

You should consult your Authorised Seller in advance to make sure your requirements are within the prescribed limits under the Exchange Control Regulations. It is recommended that you place your order for your travel money at least one week before it is required.

You may load and reload funds to the Card using payment methods accepted by the Authorised Seller, which at the time of this Agreement include electronic funds transfer, direct deposit, account payee cheque, Visa and MasterCard credit cards, debit cards or cash (to the extent permissible by RBI from time to time).

We and the Authorised Seller may change accepted load and reload methods from time to time. For more details in regards to requirements and availability of this service, please check directly with the Authorised Sellers where you purchased the Card.

You can reload funds to your available balance at any time after the initial purchase. You can reload at a branch of the Authorised Seller where you purchased your Card. To reload funds, you will need to have your identity document and your Card with you. When you load or reload funds on your Card, the Authorised Seller of the Card will convert the local currency into the Card Currency at the relevant exchange rate notified to you prior to the load or reload transaction.

All purchases of funds are subject to the limits and fees set out in Sections 4.3 (Card Fees) and 4.4 (Card Limits) of this Agreement. We will not increase your available balance until actual payment of the funds has been received from you.

6.2 Use of Available Balance and Negative Balances

The value on your Card at any time is its “available balance”. There are three ways that your available balance may be decreased. First, if you make a purchase with the Card or a cash withdrawal, via ATM or Emergency Funds Access via Western Union, we will deduct the full amount of that purchase or cash withdrawal including taxes and any other fees, from the available balance. Second, if you use the Card and the merchant authorises for an amount greater than the actual purchase (e.g., when you use the Card at a merchant expecting a gratuity), the available balance will be temporarily decreased by the amount authorised until the full transaction is completed. Your available balance will be reduced with the amount of each charge. Only the final amount of the purchase will ultimately be deducted from the available balance. Third, your available balance may decrease if a fee is deducted from it as provided in this Agreement. If you have an insufficient available balance to pay for a charge, the charge may be declined. If the Card goes into negative balance, following any charge authorised by you, the resulting balance immediately becomes a debt payable by you to us. There is no interest payable to you on the available balance or any other funds received by us.

6.3 Authorisation

We require charges to be authorised by us before they are accepted by a merchant. We are entitled to refuse any request for authorisation of a charge in certain circumstances, such as where the available balance is less than the charge, or where we suspect the charge is fraudulent, is subject to any sanctions target list, including those of the United States, or does not comply with this Agreement.

In some cases, a merchant may authorise a charge in advance and your available balance will be reduced by the amount of the authorisation. For example, when you rent a car or check in to a hotel, the merchant will seek a pre-set amount, equivalent to the estimated final bill, to be reserved against your Card. This means that your available balance will be reduced by that amount until after the end of your car rental period or hotel stay. In some circumstances, this may temporarily restrict your ability to make further charges on your Card.

In other cases, merchants (e.g. car rental companies and cruise lines) may not accept the Card for charges authorised in advance but only for the final bill. In addition, some merchants may not accept online authorisations or may impose additional requirements for online authorisations.

If you do not wish to incur a temporary reduction of the balance on your Card, which may be higher than the final bill, or if the merchant is not accepting the Card for pre-authorisations, we advise you to consider using a credit card when making car rental reservations or checking into hotels and to use your Card to settle the final bill.

You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.

6.4 Inactivity of the Card

If you have not used the Card for 12 consecutive months, it becomes an inactive Card and will be automatically cancelled if it has had a zero balance for a further 18 months. Subject to the Exchange Control Regulations, available funds in your Card account never expire even after the physical plastic expires. You can ask for a refund of the available balance or transfer the funds to a new Card as may be permissible within Exchange Control Regulations. This would be at the prevailing rate of sale of foreign exchange.

7. Account Management

7.1 Card Registration and Online Servicing

After you purchase a Card, you can register it by logging on to www.americanexpress.co.in/globaltravel and designating a user name and a personal password that you may use to sign in to the Card website, to check your available balance and view your transactional history. Please notify us immediately if you believe that the security of your Card or password has been compromised. You may also call the Customer Service Centre to manage your Card. Remember to have your Card in front of you.

You agree: (i) to provide sensitive personal information during the registration process that is accurate and complete; (ii) to update your personal/sensitive personal information as necessary so that it remains accurate and complete; and (iii) not to impersonate any other person, operate under an alias or otherwise conceal your identity. We may use, process or transfer the personal/sensitive personal information you give us or the Authorized Seller, as well as the information we receive from your use of the Card, to provide you with Card services under this Agreement and for other purposes consistent with our Data Privacy Statement, which can be found at https://www.americanexpress.com/india/pdfs/privacy_statement.pdf You must have your user name and password in order to access your Card online account.

7.2 Review and Update of Your Details

You can check the Card Balance and transaction history and edit your profile by logging onto www.americanexpress.co.in/globaltravel or calling the Customer Service Centre. You can also change your PIN by calling the Customer Service Centre. For your security, this is an automated service and requires that you know your current PIN to change it. If you cannot remember your PIN, you can view it online.

You should check the transaction information carefully. If you believe any transaction is wrong or was not authorised, you must notify us promptly. See Section 10 (Lost and Stolen Cards; Misuse of the Card and Errors) of this Agreement, for details of what you should do.

7.3 Valid Thru Date

Please note the Card has a “Valid Thru” date on the front of the Card. The “Valid Thru” date is the date through which your physical plastic Card may be used, and is required to process purchases at merchants that request a plastic expiration date. Even if the “Valid
10.2 Dispute Resolution Procedures for Unauthorised Charges

You should request a Replacement Card from us prior to the expiration of the valid Thru date. You can start using your Replacement Card for transactions and purchases as soon as you receive it in the mail and you activate it by calling Customer Service. Once you receive your Replacement Card, you should destroy the old Card. The old Card may no longer be used for transactions or purchases. If we are unable to send you a Replacement Card, we will provide you with instructions on how to redeem your available funds.

8. Charges Made in a Currency other than the Card Currency

If you make a charge in a currency other than the Card Currency that charge will be converted into the Card Currency. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you made your charge as it depends on when the charge was submitted to us.

Unless a specific rate is required by applicable law, you understand and agree that we will use conversion rates based on interbank rates that we select from customary industry sources on the business day prior to the processing date, increased by a Cross Currency Conversion Fee as set out in this Agreement or as otherwise disclosed by us. It charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at their rates and may include a commission selected by them.

The amount of any refund of a charge made in foreign currency will generally differ from the amount of the original charge because:

- in most cases, the rate applied to any refund will differ from the original rate applied to the charge; and
- any Cross Currency Conversion Fee charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

9. Card is Our Property

All Cards remain our property at all times. You agree to return the Card to us or anyone we ask to take it on our behalf, including merchants. For example, we may ask you to return the Card where it has been suspended, cancelled or is no longer valid. We may also inform merchants that your Card is no longer valid. If applicable, you may request a Replacement Card or a refund equivalent in local currency of the available balance on your Card.

10. Lost and Stolen Cards; Misuse of the Card and Errors

10.1 Contacting the 24-hours American Express Customer Service Centre

You must contact the Customer Service Centre immediately if:

- a Card is lost or stolen;
- a replacement Card has not been received within the specified time;
- you suspect someone else learns or knows your 4 digit security code mentioned on the face of your Card;
- you suspect that your Card is being misused; or
- you suspect that you have been charged an amount in error.

If a Card that you have reported lost or stolen is later found, you must destroy it and continue to use the Backup Card or, if applicable, wait for the Replacement Card.

If you suspect that your Card is being misused or a charge has been incorrectly levied, you will be asked to provide the following information to American Express:

- your name, date of birth, address, Card number and 4 digit security code mentioned on the face of your Card;
- details of all charges or errors associated with your Card, including the date, and amount of the charges;
- a brief description explaining unauthorised or incorrect charges;
- a brief explanation as to how the disputed charges were made, or who might have made the disputed charges; and
- a statutory declaration, affidavit, and any police reports that you may have, as needed.

All information obtained may be provided to local authorities to investigate the disputed charges.

The security features adopted and implemented by American Express are of international standards robust enough to protect and safeguard Card member data from unauthorized access, and are currently a substitute to PCI DSS Certification mandated by RBI. American Express shall however bear the fraud losses for any suffered by the Card members arising out of American Express not obtaining the PCI DSS Certification.

10.2 Dispute Resolution Procedures for Unauthorised Charges

Please contact the Customer Service Centre on the number set out in this Agreement and on the back of your Card as soon as you can but not later than 21 days from the date we update your transaction history on our website www.americanexpress.co.in/globaltravel if you think your online transactional history or receipt is wrong or if you need more information about a particular transaction.

American Express may need from 6 weeks to 12 weeks to investigate and resolve disputed claims. Once American Express finishes the disputed claims investigation written notice will be sent to this address provided including:

- approval or decline results;
- reason for decision;
- actions taken to reverse transactions, fees, etc, or “no action taken”;
- documentation to support decision; and
- next steps and escalation if you are not satisfied with the decision.

11. Liability for Unauthorised Charges

11.1 Unauthorised Electronic Charges - When You Have No Liability

Subject to your having followed the process detailed in Section 7.2 of this Agreement, you will not be liable for unauthorised Electronic Charges:

- where it is clear that you have not contributed to the loss;
- that are caused by the fraudulent or gross negligent conduct of our staff or agents or merchants or their agents or employees;
- that happen with a Card after notification to us that the Card has been lost or stolen or that the security of the relevant code has been breached;
- that happen before you receive the Cards and codes;
- that are made with forged, faulty, expired or cancelled Cards or numbers (as may be applicable); or
- that is the result of the same transaction being incorrectly debited more than once to the same account.

11.2 Unauthorised Electronic Charges - When You Are Liable

You will be liable for unauthorised Electronic Charges when it can be proven that you have contributed to the losses through:

- fraud; or
- failing to observe the recommendations set out in Section 2 (Protection of your Card and Codes) of this Agreement, including:
  (i) voluntarily disclosing the relevant code to anyone, including a family member or friend;
  (ii) indicating the four digit CVV code on the front of your Card;
  (iii) keeping a record of the relevant code (without making any reasonable attempt to protect the security of the relevant code) with any one article or several articles carried with the Card or liable to loss or theft simultaneously with the Card;
  (iv) when selecting or changing a relevant code, choosing a relevant code which represents as a numeric code the Cardmember’s birth date or an alphabetical code which is a recognisable part of the Cardmember’s name; or
  (v) acting with extreme carelessness in failing to protect the security of the relevant code.

Where you have contributed to losses resulting from an unauthorised Electronic Charge by unreasonably delaying in notifying us of the unauthorised use, loss or theft of the Card or that the relevant code has become known to someone else, you will be liable for the losses which occur between when you became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen Card) and when we were actually notified.

Unreasonable delay will occur when you do not inform us about the loss, theft or unauthorised use within two (2) days as of the date when you become aware of the event.

However, even if you have contributed to a loss resulting from an unauthorised Electronic Charge you will not be liable for that portion of the loss on the Card which exceeds the available balance.

11.3 Unauthorised Charges which Are Not Electronic Charges

You will not be liable to us for any unauthorised charges (that are not Electronic Charges), provided that you:

- complied with this Agreement including Section 2 (Protection of your Card and Codes) of this Agreement;
- did not contribute to, were not in any way involved in or did not benefit from, the theft, loss or misuse of the Card, unless you have delayed notifying us, in which case you will be liable for all unauthorised charges until you did notify us.

If you did not comply with this Agreement, or if you contributed to, were involved in, or benefit from the loss, theft or misuse, you are liable for any charges (that are not
12. Limitation of our Liability

Except to the extent that we acted with gross negligence or fraudulent intent, we are not responsible or liable to you for:

- any delay, failure or refusal by a merchant to accept the Card;
- our refusal to authorise a charge in accordance with Section 6.3 (Authorisation) of this Agreement;
- goods and services you bought by using your Card, including any dispute with a merchant about such goods and services;
- loss of profits or any incidental, indirect, consequential, punitive or special damages, regardless of how they arise; or
- any malfunction or failure of the Card and any loss due to failure in our carrying out our obligations under this Agreement caused by strikes, industrial action, a systems failure, applicable Exchange Control provisions, or other causes outside our control.

13. Changes

All notices (which include changes to this Agreement), disclosures and other communications (together called communications) will be communicated by us through our website www.americanexpress.co.in/globaltravel

By notifying you in advance of any changes, we may

- remove or adjust a daily or other periodic transaction limit applying to the use of a Card, an account or electronic equipment; or
- remove or adjust benefits and services associated with the accounts.

In addition, we may change the terms of, or add new terms to, this Agreement at any time by giving you prior notice, subject to applicable law. We may also suspend, cancel, add, modify or delete any feature offered in connection with your Card with, prior notice, subject to applicable law. You consent to receive any notice of changes to existing terms or the addition of new terms on our website www.americanexpress.co.in/globaltravel

If we cancel your Card prior to the expiration of the Valid Thru date, any available balance remaining on the Card upon such cancellation, after payment for all applicable fees, will be returned to you in the equivalent Indian Rupees. If the Valid Thru date on the Card has not passed, we will only reimburse you with the available balance upon return of the Card to us. The Card is our property.

If you are dissatisfied with any change to this Agreement, you may at any time cancel this Agreement as set out under Section 17 (Cancelling Your Card) of this Agreement. The latest version of this Agreement is available on www.americanexpress.co.in/globaltravel

14. Assignment

Your rights under this Agreement are personal to you and shall not be assigned without our written consent. The Card is not transferable and may only be used by you. We may assign, transfer or sell our rights, benefits or obligations under this Agreement at any time to any Affiliate or to a third party and you consent to this without having to notify you. If we do so, or intend to do so, you agree that we can give information about you to the Affiliate or the third party, as the case may be. Your rights will not be affected.

15. Complaints and Dispute Resolution

If you have a complaint about the service or products provided to you, please contact the Customer Service Centre on the number set out in this Agreement and on the back of your Card.

Please note that if you wish to dispute a transaction concerning the authorisation of a charge you should follow the procedure set out in Section 10 (Lost and Stolen Cards; Misuse of The Card and Errors) of this Agreement.

16. Suspension

We are entitled to stop the use of the Card or refuse to authorise a charge when the available balance is negative, or where we suspect that a charge is fraudulent, or does not comply with law or this Agreement. This Agreement will continue if we take either of these actions.

17. Cancelling Your Card

You may request to terminate this Agreement at any time by calling the Customer Service Centre and requesting the cancellation of your Card and destroying your Cards. However, you will remain liable for any outstanding amounts from pending transactions or disputes relating to the use of your Card after such termination. We may end this Agreement at anytime if:

- you have not complied with this Agreement;
- we suspect any illegal use of a Card;
- you have given us false or misleading information;
- you have allowed any other person to use a Card;
- we are required by law to do so;
- we establish that your name is a match to various sanctions lists, including, but not limited to those published by the EU, Her Majesty’s Treasury, or the U.S. Department of the Treasury’s Office of Foreign Assets Control and the Financial Action Task Force or as circulated by RBI from time to time;
- for any other reason on 30 days notice.

You acknowledge and agree that you are responsible for all charges made using your Card and that you will continue to be responsible for all charges made on your Card while your Card was active and submitted by merchants or online retailers.

Once you have cancelled your Card, you must destroy all Cards by cutting them and disposing of them securely.

After all outstanding transactions or disputes are finalised, you can claim refund of the available balance of the Card. The available balance takes into account any pre-authorised or ‘held’ amounts. These will be made available to you once the pre-authorisation has been cancelled or the ‘held’ amounts released. In the event that your name is established as a match to a sanctions target list, funds may be blocked.

You can request a refund of the available balance on your Card at a branch of the Authorised Seller where you purchased your Card. In order to obtain refund, you must present your Card and a proof of identity. Refunds of available balance on the Card can be made subject to the retention of:

- The amounts that are authorised and remain unclaimed or unsettled by the acquirers as on the date you request for refund till the completion of the respective settlement cycle;
- A small balance not exceeding the limit set out by RBI, as the rule applies from time to time, for meeting any pipeline transaction until the completion of the respective settlement cycle;
- Transaction fees or Service Tax payable in Indian Rupees.

The relevant amount in the Card Currency remaining in your Card account will be converted into local currency based on the foreign exchange rate applied by the Authorised Seller where you purchased the Card on the date of the refund. The Authorised Seller will return the available balance to you, in Indian Rupees, in the form of your original funding source or in the form of other payment methods accepted by the Authorised Seller. Limits may apply to certain funding sources such as cash. The prevailing laws and guidelines of RBI will be adhered to when processing your refund request. For more details, contact the Authorised Seller where you purchased the Card.

In order for you to cancel your Card, you will have to follow the procedure previously mentioned in this Section. Since you are not allowed to have more than one Card of the same currency at the same time (except as provided in Section 1.4 of this Agreement), you will have to first cancel your Card with the Authorised Seller where you originally purchased your Card in order for you to be able to purchase a new Card of the same currency from another Authorised Seller in India.

18. Data Protection and disclosure of information

18.1 Our commitment to your Privacy

For purposes of verifying your identity and in order to be able to perform the services as contemplated under this Agreement, we will require you to provide us with certain personal/sensitive personal data and information about you and we may also request you to provide us with the card security code printed on the front of the Card, as well as additional identification information including demographic verification during any customer care service calls (collectively “Cardmember Information”). While you have no obligation to provide any Cardmember Information to us, but if you do not, we may not be able to provide you with the services contemplated under this Agreement.

We require the Cardmember Information solely for the purpose of issuing and administering your Card and Card Balance. If you provide this Cardmember Information to us, you allow us, or a third-party that has been authorised by us, to use and process this data for the purposes of providing you the services as contemplated under this Agreement. You also agree that we may share, disclose and/or transfer such Cardmember Information collected by us to other companies, including our affiliated companies and certain other entities (within and outside India), affiliates that perform business operations or services, including marketing services, on our behalf, or as required or permitted under any applicable law. We may provide certain Cardmember Information to others outside of American Express as permitted by any law, such as to government entities or other third parties as required by any law. We may develop marketing programs and send you offers for products and services. We do not share customer addresses with other companies for them to market their own products and services.

You agree to provide us such Cardmember Information, as we are required to obtain from
obliged to do so again.
24. Severability
If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties’ other obligations which will continue as amended.
25. Examples
When we provide examples in this Agreement, they do not limit the provisions of this Agreement. The terms “includes”, “such as” and “for example” mean, respectively, “includes without limitation; “such as but without limitation” and “for example but without limitation”.
26. Governing law
This Agreement is governed by the laws of India and the courts in the State of Delhi shall have exclusive jurisdiction.
27. 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 charge on the Card or any use of the account by you in respect of the Card.
28. Indemnity
You agree to indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.
29. No Interest on Available Balance
No interest will be payable by us on the available balance reflected on the Card.
30. Grievances Redressal: Contact Details
If the Cardmember is unsatisfied with the response received, the Cardmember can address the grievance to:
Mr. Anand Warkare
Service Delivery Leader – Prepaid Servicing
American Express Banking Corp.
Cyber City, Tower C, DLF Bldg. No.8, Sector – 25, DLF City Phase I, Gurugram 122002
Anand.w.warkare@aeap.com
For escalation of grievances, the same can be addressed to:
Mr. Rajiv Bathla
Head of Operations
American Express Banking Corp.
Cyber City, Tower C, DLF Bldg. No.8, Sector – 25, DLF City Phase II, Gurugram 122002
Head-Customerservicesindia@aeap.com
If you are not satisfied with the response or if you have not received a response from us within a month, you may approach the RBI’s Banking Ombudsman for redressal. For more details on the RBI’s Banking Ombudsman Scheme 2006 you may visit the website.
www.rbi.org.in