

## UPGRADE OFFER TERMS AND CONDITIONS

1. The processing of your Card application is subject to the requisite criteria as decided by American Express®
2. Please be aware that the request may impact your bureaus score including that of Credit Information Companies (CICs) as authorized by Reserve Bank of India.
3. Within 10 business days after you submit your application, your existing American Express® Platinum Travel Credit Card/American Express® Platinum Reserve Credit Card will become lifetime complimentary as long as you continue to pay the fee for American Express® Platinum Card. The lifetime complimentary Card will become fee bearing in case membership of American Express® Platinum Card is canceled.
4. In case you currently hold American Express® Gold Card/American Express PAYBACK® Credit Card/American Express Membership Rewards® Credit Card, your existing card would be cancelled on upgrading to the American Express® Platinum Card.
5. In case you currently hold American Express® Gold Card/American Express PAYBACK® Credit Card/American Express Membership Rewards® Credit Card, the American Express® Platinum Card once issued, cannot be downgraded back to the American Express® Gold Card/American Express PAYBACK® Credit Card/American Express Membership Rewards® Credit Card respectively.
6. Post application approval, the membership fee on your existing Card will be reversed on a pro-rata basis with respect to the last membership renewal.
7. Membership to the American Express® Platinum Card comes with annual fee of Rs.60,000/- plus applicable taxes.
8. You can avail ONE of the following 2 options as Welcome gift -
  - a) 1,25,000 Membership Rewards® Points  
OR
  - b) Rs.50,000 + Rs. 5000 worth of vouchers from Taj, SeleQtions & Vivanta Hotels as Welcome gift for 1st year and Rs. 25,000 worth of Taj Voucher on 1st renewal.
9. You cannot opt for both the above benefits. Either ONE of the above two options can be availed.
10. The Welcome Gift is available only in the 1st year of Cardmembership on payment of the Annual Fee and upon spending Rs.50,000 on the Card within the first 2 months of Cardmembership
11. Renewal benefit on Taj Voucher will be applicable only if Taj vouchers are selected as Welcome gift in first year & only at the time of 1st renewal of Cardmembership and post payment of the renewal fee. You will receive this renewal benefit within 10-12 weeks of payment of renewal fee
12. Membership Rewards terms and conditions will be applicable. To view the same, please visit <https://www.americanexpress.com/en-in/rewards/membership-rewards/terms>
13. The offer is valid till April 30, 2021.
14. Any requests received after April 30, 2021 will not be considered for upgrade unless the offer is extended
15. The offer is valid only if you have received communication directly from American Express containing the offer details. The offer cannot be redeemed through any other channel (including but not limited to applying on the American Express website, applying through American Express sales representatives etc.)
16. For more details, please refer to the Most Important Terms and Conditions at <https://www.americanexpress.com/content/dam/amex/in/legal/mitc/charge-english-mitc.pdf>
17. With effect from March 1, 2015, you will earn 1 Membership Rewards Point for every Rs. 100 spent on Fuel and you will not earn any Membership Rewards Points on all your spending on insurance and utility (electricity, water and gas bills) payments. Fuel includes petrol, diesel, CNG from Oil Marketing Companies (OMCs). Other utility services includes providers of household/domestic electricity, gas and water. These providers can be government departments and agencies including local, state, municipal organisations; public housing societies and apartment associations.
18. The Cardmembers will have to provide the KYC/Income documents in case asked for by the bank. The bank may ask for the KYC/Income documents in case the information already available with the bank differs or is inconsistent with the information provided earlier. The bank reserves the right to decline an application in case a Cardmember does not provide the KYC/Income documents as asked for and in the manner as acceptable to the bank.
19. In case you hold Supplementary Card(s) on your existing American Express® Card, the same number of American Express® Platinum Supplementary Cards will be issued. Up to four Supplementary Cards on American Express® Platinum Card come without any annual fee. For each Supplementary Card more than four in count, standard Supplementary Card Fee will be levied. For more details, please refer to Most Important Terms and Conditions.
20. American Express® reserves the right to withdraw or change the terms of the offer at its discretion.
21. Enjoy greater flexibility in spending with 'no pre-set' limit. This means that your charges are approved basis your spending pattern, financials, credit record and account history. Please note that no pre-set limit does not mean your spending is unlimited.
22. Cardmembers can raise queries pertaining to non-fulfillment of the offer to American Express till July 31, 2021.



## CARDMEMBER UNDERTAKING AND SIGNATURE

I/we, confirm and warrant that the above information is true and correct and by signing this form, I/we request that an American Express® Platinum Card Account(s) be opened for me/us and for American Express Platinum Card (“Card(s)”) to be issued as requested (including renewal and replacement of Card(s)).

I/we authorize American Express Banking Corp. (“AEBC”) to verify information in this application and to receive and exchange information about me/us, including requesting reports from my/our Bank, consumer credit, reference schemes, Credit Information Companies (CIC) as authorized by Reserve Bank of India, NSDL e-governance Infrastructure Limited.

I understand and agree that the first payment made on my Amex card will be made via a Know Your Customer (KYC)-complied account as maintained by me with another Scheduled Commercial Bank in India. I also understand that in the event I make the first payment via cash towards my Amex Card, my card account will be permanently cancelled without any further notice and will not be eligible for reinstatement.

I understand and agree that the card issued by American Express has also been activated for International usage.

I/we authorize AEBC and its affiliates to contact these sources for information at any time, to use information from this application and from consumer credit reports, for marketing and administrative purpose and to share such information with each other. If and when the Card(s) is/are issued to me/us, I/we declare and undertake that the Card(s) issued to me/us. If used overseas, shall be utilized strictly in accordance with the extant Exchange Control Regulations issued by the Reserve Bank of India (“RBI”), In the event that I/we exceed my/our entitlements as per the Exchange Control Guidelines of the RBI, I/we undertake to bring the same immediately to the notice of AEBC, in writing. Obtaining any approval from RBI for excess foreign exchange spending shall be my/our responsibility. Obtaining any approval from RBI for excess foreign exchange spending shall be my/our responsibility.

I/we understand that the Basic Card member will be liable for all charges incurred on the Basic Card, Additional Card(s) and any/all Supplementary Card(s). I/we agreed to be bound by the Card member Term and Conditions of use, which will accompany the Card(s).

I/we confirm that American Express has shared the most important Most Important Terms and Conditions (“MITC”) for the American Express Platinum Card, with me/us in compliance of the RBI master circular on Credit Card operations of banks and I/we have read understood and accept the MITC and agree to sign this undertaking. I/we understand that AEBC may decline this application at its absolute and sole discretion.

We would like to assure you that American Express strongly respects and honors customer’s privacy. If you wish to view the American Express privacy policy, please log on <https://www.americanexpress.com/in/content/privacy-statement.html>. I accept that the additional factor of authentication is mandated by RBI vide letters “DPSS.PD.CO.No.223/02.14.003/2011-12 dated August 4, 2011 and use of such cards for travel related CNP transactions without such additional factor of authentication carries security risk and such cards are vulnerable to frauds.



I/we understand that in the event of changes in correspondence address due to relocation or any other reason. I will intimate the new address to the Bank within two weeks of such a change.

I/we understand that in the event of change in the address mentioned as per proof of address; I will submit fresh proof of address to the Bank within a period of three months of such a change.

I/We confirm that I / supplementary card applicant/s is a Resident Indian as defined under the Income Tax Act of India and hereby declare that I/We will notify American Express Banking Corp. if there is a change in the residential status.

I/we certify that the supporting documents and the contents thereof, including but not limited to the identity as well as address proofs and photograph/s submitted along with the card application are true and accurate as on the date of this application.

I/we undertake and agree to provide any documents as asked for by the Bank at a later stage and certify that any such documents so provided and the contents thereof will be true and accurate as on the date of submission of such documents to the Bank and will be deemed to be true and accurate in all respects.

I/We understand and agree that mobile banking facility is available for this Card account. Mobile banking services will provide me/we an alternate channel for delivery of the Card information. All SMS alerts related to my Card account will be sent to the registered mobile number provided by me. I agree to the terms and conditions as applicable to the Mobile Banking facility offered by American Express and available at <https://www.americanexpress.com/content/dam/amex/in/legal/cmumobilebanking.pdf>

#### **E-MAIL INDEMNITY**

I/We hereby request and authorize American Express Banking Corp. ("AEBC") (but you are not obliged to) to accept and act on any/all instructions or communications for any purpose(s) (including but not limited to the operation of all my/our accounts and in respect of any facilities or banking arrangements with AEBC (i.e. non-financial and financial instructions) which may from time to time be or purport to be given (in AEBC's specified format) by telephone/mobile phone, facsimile, untested telexes, telegraph, cable, Extensible Messaging and Presence Protocol (XMPP), email (any reference to an "email " in this Authority and Indemnity shall include any instruction addressed to AEBC which has been attached/annexed to an email as well), or any other electronic channel to be introduced in the future or other form of electronic communication, together hereafter referred to as non face-to-face communication channels, on behalf of us/me without any enquiry on the part of AEBC as to the authority or identity of the person giving or purporting to give such notice, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, instruction or other communication (including those empowered to operate my/our account(s) with you).

I/We understand, acknowledge and confirm my/our awareness of the numerous risks inherent and associated in conveying my/our instructions to you via any of the non face- to-face communication channels (including but not limited to damages incurred as a result of interception of any email, failure of any encryption of any attachments/annexure to an email, viruses within the machine/terminal used by me/us or any intermediary or by the Bank, lack of clarity in the instructions and any deficiency or risks associated with the Bank processing a forged/tampered instruction in good faith) and hereby confirm my/our acceptance of all risks and/or deficiencies and unconditionally agree that all risks/deficiencies shall be fully borne by me/us and the Bank will not be liable for any losses or



damages arising as a consequence of you acting (without being obliged to) on any instructions/directions by me/us or purporting to be from me/us received by you via any of the non face to face communication channels, provided you have acted in good faith. You may dispose of such written records and erase such tapes after the expiration of such period as you deem fit without intimation to me/ us; that you may (without being obliged to) require the above transaction or communication to contain an identification code specified by you from time to time and I/we shall ensure the secrecy and security of such code or test and I/we shall be solely responsible for any improper or unauthorized use of such code or test; c) that you may, if you deem necessary to do so at your absolute discretion, require from me/us confirmation of any of the above instructions or communications in such from as you may specify before acting on the same. I/We understand and agree that AEBC may, at its absolute discretion and without notice to me/ us, refuse to act or delay in acting on any of the instructions or communications given via any of the non face-to-face communication channels without any responsibility or liability whatsoever on AEBC's part for any such refusal or delay in so acting. I/We agree that this indemnity covers all existing accounts with the Bank in addition to covering any future accounts which may be opened by the same legal entity/Company with the Bank. I/We, jointly and severally agree to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, officers, representatives, agents and employees fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind whatsoever (including legal costs) and howsoever arising which are imposed or that may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of, or as a result of, or arising directly or indirectly out of the Bank's compliance with my/our request and authorizations/instructions;

That I/ We am/ are solely responsible for the confidentiality of all information related to my/our account(s), payment instructions, money transfer or any other information which is accessible or which can be copied or stored from any other computer or a similar electronic device. I/We confirm that in case of using the Internet I/We will solely bear the full responsibility of any transactions resulting from my/our use and/or other's un-authorized use and/or misuse of any other party whatsoever that lead directly or indirectly to any loss or damage to me/us or the bank. That I/We will use the E-mail(s) provided to the Bank when communications and instructions intended to be initiated via emails with the bank. Moreover, I/We agree to receive all incoming correspondences from the bank via this E-mail(s). Thus, all messages sent in this manner shall be deemed to have been received. That I/We agree to consider all Bank's electronic and phone records as approved, official, conducive, final and binding to me/us, and I/We am/are not authorized to object to them or refute or revoke them before any authority whatsoever. That I/We may not assume receipt by the Bank of any notice, instruction or other communication notice sent by email, fax, untested telexes, telegraph, telephone/mobile phone, cable or any other electronic means or through any electronic channels to be introduced in the future. The Bank reserves the unconditional right to discontinue the availability of this facility to me/us by issuing a one week notice, either in writing or through email, forwarded to me/us at my/our address registered with the Bank or via email. In the event that I/We fail to inform the Bank of any change in my/our composition/ management/constitution or authorized signatories, the Bank will continue to provide this facility at my/our sole and absolute responsibility and risk without any liability on its part.