



#### Cardmember Undertaking

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® Card Account(s) be opened for me/us and for American Express Card ("Card(s)" (including renewal and replacement of Card(s) to be issued as requested by me/us.

I/we authorize AEBC to verify information provided (provided in the application or otherwise by myself/us) in social media such as (but not limited to) LinkedIn, Facebook, and Twitter.

I/we authorize American Express Banking Corp. ("AEBC") to retain my information and contact me about the status of my/our application through email/mobile, even if I am registered with the National Customer Preference Register (NCPR) and opted out of receiving all promotional calls and messages.

I/we also authorize AEBC and its authorized representatives to contact me and provide information related to the Insurance products distributed by it.

I/we authorize American Express Banking Corp. ("AEBC") to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to its cardmembers including supplementary/add-on cardmembers wherever applicable hereafter collectively referred to as cardmembers to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICs) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. 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. AEBC hereby informs the cardmembers that the Bank shall be reporting Credit Information/ Financial Information (positive and / or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely affect cardmembers' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks / Financial Institutions; (ii) disclose/report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to / from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies, governmental agencies, law enforcement agencies /instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit – India, Directorate of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and any other institutions / authorities established under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws / regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) download / upload / update information including Know Your Customer (KYC) documents / information to / from / with, Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI). Further, AEBC may disclose/report/share Cardmember's Credit Information/Financial Information/ KYC Information, card data (including transaction data) and other information including "Personal information" and/or "Sensitive personal data or information" as provided by the Cardmember in the application form or thereafter, or obtained by AEBC from any other source, to (a) its outsourcing partners (including its group /associate/ affiliate/ subsidiary entities/any other entities) with which AEBC has contractual arrangement/ tie-up arrangement for maintaining and servicing the cardmembers, card operations, backend operations pertaining to its card business or for provision of technology service(s) or for providing various offers, benefits, features and other services/products to its cardmembers; (b) its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (c) marketing agencies and/or for marketing purposes provided Cardmembers have explicitly authorised/permited AEBC in this regard; and (d) industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the card business or industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, AEBC will provide advance notice to the cardmembers as required under the extant guidelines /regulations), AEBC shall disclose/report/share/ receive Credit Information/Financial Information/KYC Information/ card data (including transaction data) and other information including "Personal Information" and/or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the Cardmembers and in all other instances of disclosure/sharing, AEBC shall seek approval from Cardmembers. The privacy of information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explains the way American Express, and its employees, partners and vendors will collect, use, store, share, transmit, delete or



otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles.

I hereby voluntarily submit at my own discretion the physical / e-copy of the document (including proof of possession of Aadhaar number), which contains the details of my identification and/or address and/or any other personal or sensitive personal information, in a format as provided by the issuing authority/ies, to AEBC for the purpose of verifying my identity/address and any other information provided by me in accordance with the extant guidelines. I further voluntarily give my explicit consent to AEBC for collection, processing, storage, verification, authentication of my documents and/or information provided by me as per extant regulations under any Act or law from time to time in force, towards issuance of a Credit Card / for periodic KYC update / to process my instructions etc. for the said purpose in my individual capacity or as an authorized signatory or as a beneficial owner, as the case may be. I understand that this undertaking has been read and understood in conjunction with the American Express® India Online Privacy Statement and hereby declare that all the information voluntarily furnished by me is true, correct, and complete.

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.

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.

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 confirm that American Express Banking Corp. ("AEBC") has shared the Most Important Terms and Conditions ("MITC") of the American Express Card, with me in compliance with the Reserve Bank of India ("RBI") Master Circular on Credit Card Operations of Banks and I have read, understood and accept the MITC.

I/we understand that AEBC may decline this application at its absolute and sole discretion.

I/we understand that AEBC strongly respects and honors customers' privacy. I/We can view & download the American Express privacy policy from this link - "<http://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 understand in case of a change in residential status, AEBC reserves the right to take actions as appropriate and in accordance with the extant guidelines which may include, but shall not be limited to, cancellation of the Card issued to me/us.

I/we confirm that in case the documents and photograph submitted by me/us in respect of Customer Due Diligence (CDD) are found to be deficient, I/we shall submit the documents and photograph as requested by AEBC to ensure compliance with KYC requirements issued by RBI. I/we also undertake and agree to provide any documents as required by the Bank during the course of my/our business relationship and certify that any such documents so provided, and the contents thereof will be true and accurate to the best of my/our understanding, as on the date of submission. I/we hereby agree and understand that in case I/we don't submit the Officially Valid Documents (OVD) or any other document or photograph as required by AEBC owing to regulatory



guidelines or otherwise, AEBC reserves the right to take actions as appropriate and in accordance with the extant guidelines which may include, but shall not be limited to, cancellation of the Card issued to me/us.

I/we understand and agree that mobile banking facility is available to me/us with my/our Card account as an additional channel for delivery of the Card information. I/We agree to the terms and conditions as applicable to the Mobile Banking facility offered by AEBC and available at <https://www.americanexpress.com/content/dam/amex/in/legal/cmu/mobilebanking.pdf>. Further, I/we have read and understood the E-mail Indemnity and I/we do hereby acknowledge, agree and undertake to abide by the entire terms and conditions contained in the E Indemnity available at <https://www.americanexpress.com/content/dam/amex/in/legal/cmu/e-mail-indemnity.pdf>.

All SMS/WhatsApp alerts related to my Card account will be sent to the registered mobile number provided by me/us. I also understand that in case there is any change in my/our registered mobile number and/or email address, I will notify AEBC immediately.