



AMERICAN EXPRESS® CORPORATE CARD

American Express® Corporate Card Cardmember Agreement

Please read the American Express Corporate Cardmember Agreement thoroughly before you sign on the reverse of the Corporate Card because by signing and using the Corporate Card you will be agreeing with us to everything written here. Your use of the Corporate Card will be governed by this Agreement.

- 1. Definitions:** As you read this Agreement the words "you", "your" or "Corporate Cardmember" mean the applicant whose name appears on the reverse side hereof and whose name shall appear on the Corporate Card. The words "we", "our", "us" and "AEBC", refers to American Express Banking Corp. The word "Company" means the firm in whose name the Account is opened and whose name appears on the Corporate Card under your name. An American Express Card ("Card") issued to a Corporate Cardmember is called a "Corporate Card".

When we use the term "Establishment", we are referring to any corporation, firm, person or Company which holds itself out as willing to accept the use of a Card in settlement of the price of the provision of any goods or services.

- 2. Corporate Card:** The Corporate Card issued to you is for use in connection with a Corporate Card Account opened in the name of the Company. Corporate Cards are issued at the request of the Company and will be cancelled at the request of the Company or if the Company is unable or unwilling to meet all obligations relating to them or to the Card Account. The Corporate Cardmember and the Company shall be bound by all the terms of this Agreement.
- 3. Accepting The Agreement:** Upon our acceptance of your application, at our address, you agree to be bound by all the Terms and Conditions of this Agreement. You should sign on the reverse immediately on receipt of this Corporate Card. Your signing on the reverse of the Card or using the Card shall be deemed as your acceptance

of all the Terms and Conditions of the Corporate Cardmember Agreement governing usage of the Card. You must not use the Corporate Card before the valid date or after the expiration date embossed on the face of the Corporate Card.

4. **Liability For Charges - Immediate Payment:** All amounts charged to an Account will be called "Charges" in this Agreement. Charges will include purchase of goods or services effected by the use of a Corporate Card (regardless of whether you have signed any charge form), the annual Corporate Card fee, late payment charges or any other fees. The Company is liable to us for all Charges incurred on all Corporate Cards as per the terms of the Corporate Card Account Agreement. The Corporate Cardmember is liable along with the Company, as per the terms of the Corporate Card Account Agreement, to us for all Charges made in connection with the Corporate Card issued in his or her name, even though we may send a monthly statement of the Charges to the Company. All Charges are due immediately upon receipt of your monthly statement. You should notify us immediately of any change in your billing address.
- In the event of your non-receipt of our monthly statement you shall be liable to make payment of the Charges within 21 days of incurring the Charge or earlier if requested by us. Our copy of the monthly statement of Charges will be final and conclusive evidence of the Company's and your liability for the charges stated therein. You further expressly and unconditionally agree that your signature on each Record of Charge or charge slip (ROC) and/or an authentication by way of a PIN will amount to an unconditional undertaking by you to pay to us the amount of the Charge stated therein.
- You agree that when you use the Card, you will sign the ROC with the signature appearing on the Card. Failure to do so will not avoid liability for the Charges. Upon incurring a charge at any Establishment, you must collect your copy of the ROC and the bill from the Establishment.
- You also agree that a copy produced from a microfilm of any document relating to your Account with us or produced from data received by us electronically from an Establishment's point-of-sale terminal or from you, shall be admissible to prove the contents of that document for any purpose.
- We reserve our right to levy a service Charge, at our discretion, in addition to the amount of charge on any particular transaction at any Establishment.
5. **Payments:** You must pay us in Indian currency, with a Money Order/Draft/Cheque payable in Indian Rupees or Auto pay via NACH (debit) or Online via Netbanking Accounts or National Electronic Funds Transfer (NEFT). If we decide to accept payment made in some other form your payment will not be credited until your payment is converted into one of the forms mentioned above. We can charge you any costs we incur in converting your payment.
- We may accept late payments, partial payments, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.
6. **Contactless Payments:** Card issued by AEBC may be equipped to enable Contactless payments. Payment through the Contactless mode is allowed for a limit of maximum INR 2,000 for a single transaction without PIN. Any transaction for an amount more than INR 2,000 can should be authenticated using PIN i.e., Tap + Pin or Chip+Pin. However, customer has a choice to make all card present payments as contact transaction i.e., Tap+Pin or Chip+Pin, irrespective of the transaction value. Please refer to [Americanexpress.co.in/contactless](https://www.americanexpress.co.in/contactless) for further details.
- I understand that the American Express Card issued to me will be enabled for Contactless Payments, and have understood the technology, its use and risks associated with making payments through Contactless mode.

7. **Cash Advances/Express Cash:** You may be allowed at the written request of your Company to use the Corporate Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs) from select partner Banks and from other locations as may be offered by us from time to time. If you wish to obtain Cash withdrawal from ATMs with the Corporate Card, you may apply for enrolment in the Express Cash facility. To do so, you must complete and submit an enrolment form available at americanexpress.co.in/cs. We may decline your application at our discretion. If we accept your application, we will then enable your Card for Cash Advances/Express Cash. Your Chip Card PIN could be used to avail of this facility.

You will not be able to obtain Cash withdrawal from ATMs with the Corporate Card unless you have the PIN. You are required to keep the Corporate Card number and the PIN in safe custody and should not divulge the same to anyone. You may access Cash Advances, subject to limits as set by us and such Terms and Conditions applicable to Express Cash transactions. We may vary the limits on cash withdrawal from time to time. All Cash Advances/Express Cash transaction will attract a transaction fee and in certain cases a handling charge. The applicable handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

8. **Dishonoured Cheques, Dishonoured Autopay Instructions And Outstation Cheques:** If you or your representative transmits or causes to us any cheques or drafts that are not honoured for reasons whatsoever for their full amount, for each cheque or draft we may Charge the Card Account as appropriate to cover our administration costs.
9. **Late Payment Charges:** If we do not receive payment in full of the charges shown on any monthly statement on or before the due date as mentioned on the monthly statement, then a late payment Charge of 3.5% per month or `100/- (whichever is higher) will be charged on outstanding amounts until recovered in full. Details of late payment Charges will be included in the monthly statement and unpaid late payment Charges will themselves be subject to late payment Charges. We may take such action as we consider necessary to recover overdue amounts and otherwise protect our interest. You will reimburse us for our reasonable costs and expenses of such action, including legal fees.
10. **Charges Made In Foreign Countries:** You agree and undertake that the American Express Corporate Card issued to you, if used with overseas merchants, shall be utilised strictly in accordance with the relevant Exchange Control Regulations, issued and as amended by the Reserve Bank of India (RBI) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the Exchange Control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. Further you also agree and understand that if you are required to get your passport endorsed for any such charges incurred by you as stipulated by the RBI, the onus of getting the passport endorsed shall lie entirely on you. And in the event of any failure to comply with the prevailing Exchange Control guidelines issued by the RBI by you, then you shall be liable for any action under the Foreign Exchange Management Act, 1999, as amended, and be debarred from the Corporate Card facility either at our instance or by the RBI.

The globally valid Corporate Card issued to you is not valid for payments in foreign exchange at merchant locations in Nepal and Bhutan. If you make a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American

Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Indian Rupees.

If the Charge is in U.S. dollars, it will be converted directly into Indian Rupees. Unless the applicable law requires a specific rate, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 3.5%. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

- 11. Use Of Corporate Cards:** No other person is permitted to use the Corporate Card issued to you for Charges, for identification, or for any other reason. If you have let someone else use the Corporate Card or you have voluntarily relinquished physical possession of the Corporate Card this will not affect your liability to us for payment of all Charges made with the Corporate Card issued to you. You agree to notify us at once if the Corporate Card is lost, or stolen, or if you suspect it is being used without your permission. Provided that the Card member has acted in good faith, his liability to American Express arising out of any unauthorized use of the Credit Card shall be nil if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the maximum liability of the customer will be limited to ₹ 1000.

You agree not to resell or return for a cash refund any merchandise tickets or services obtained with the Corporate Card. You may return any item or ticket to an Establishment for credit to the Corporate Card Account if the Establishment permits such a return. We reserve the right to deny authorisation for any requested Charge.

- 12. Billing Errors Or Inquiries/Problems With Goods And Services:** The Corporate Cardmember and/or the Company is responsible for confirming the correctness of each monthly statement of the Corporate Card Account. We will take reasonable steps to assist you by providing information in relation to charges made to the Corporate Card Account. You agree to notify us in writing of any omission from or error on the statement within 60 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the Account.

If an Establishment issues a credit slip in respect of a Charge, we will upon receipt credit the amount shown on that credit slip to the Card Account. We shall not be liable to you for any defects in any goods or services supplied to you by an Establishment, or for any refusal of an Establishment to honour or accept the Corporate Card. No claim against an Establishment shall entitle you to any set-off or counter claim against us. Furthermore, we shall not be liable for any act or omission of any third party supplier including an insurance Company offering any privilege or benefit to the Cardmembers and any dispute arising therefrom should be settled directly with the supplier.

- 13. Renewal And Replacement Of Corporate Cards:** The Corporate Card will be valid until the expiration date embossed on the face of the Card. You need to request us to issue to you a renewal or replacement Card before the current Corporate Card expires. We will bill renewal fees for the Card Account annually. We will continue to issue renewal or replacement Corporate Cards until you or the Company tell us to stop.

- 14. Cardmember Information And Consent:** You authorise us and our affiliates to make whatever credit investigations about you which we deem appropriate. We may ask consumer reporting or reference schemes for consumer reports of your credit history and information concerning your Account may be furnished by us to consumer reporting or reference schemes, Banks or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information that we may obtain from your application or consumer reports. We may provide information relating to credit history/repayment record to a credit information Company, specifically authorised by the RBI in terms of the Credit Information Companies (Regulation) Act, 2005. From time to time we may monitor telephone calls between you and us to assure the quality of our customer services. We may use information you have provided to us on your application and in surveys, information derived from how you use the Card and information from external sources, including consumer reports, for marketing activities by us and partner and our affiliates. We may also use this information to develop mailing lists which are used by Companies with partners and whom we work to develop offers which you may receive through any mail. If at any time you wish to have your name and address removed from such lists, please call us at our 24-hour Corporate Card Services Helpline numbers. If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at American Express Banking Corp., Cyber City, Tower C, DLF Building No. 8, Sector - 25, DLF City, Phase - II, Gurgaon- 122 002. For more information on how your personal and sensitive data is shared by us, please refer to our privacy policy available at <https://www.americanexpress.com/in/content/privacy-statement.html>
- 15. The Corporate Card Remains Our Property:** The Corporate Card remains our property and we can revoke your right to use it at any time. We can do this with or without giving you notice. If we have revoked the Corporate Card without cause we will refund a proportion of your annual Card Account fee. We may list/record Cards in our "Cancellation Bulletin", or otherwise inform Establishments that the Corporate Card issued to you has been revoked or cancelled. If we revoke the Corporate Card or it expires, you must return it to us if we request. Also, if an Establishment asks you to surrender an expired or revoked Corporate Card, you must do so. You may not use the Corporate Card after it has expired or after it has been revoked. The revocation, repossession or request for the return of the Corporate Card is not, and shall not constitute any reflection on your character or credit worthiness or that of the Company and we shall not be liable in any way for any statement made by the person requesting the return or surrender of the Corporate Card. You agree and undertake to surrender the Corporate Card issued to you in the event you are going abroad for employment or immigration, unless the usage of the Card is specifically approved by the Reserve Bank of India. Once a card is cancelled or blocked (including but not limited to cases where the card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is cancelled or blocked, kindly cut the card in your possession into two halves and return them to American Express at the following address: American Express Banking Corp., Cyber City, Tower C, DLF Bldg. No. 8, Sector 25, DLF City Phase II, Gurgaon-122002. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

16. **Authorisation:** You hereby irrevocably authorise us to approach your Company or your Banker for attachment of your assets/monies against any outstanding balances on your Corporate Card and to do all acts, deeds and things which we may deem in connection therewith. This clause shall survive the termination of this Agreement.
17. **Debt Assignment:** We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstandings and dues to any third party of our choice without reference or intimation to you. Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you. You shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.
18. **Right To Set-Off:** In the event of your delaying or being unable to settle your Card outstandings as provided in this Agreement for any reason whatsoever, you expressly and unconditionally authorise us to set-off and adjust any such outstanding against any amount that may be payable by us, in any capacity, to you.
19. **Compliance With Regulations:** You and the Company agree to comply jointly and severally with all exchange control and applicable regulations from time to time in force which may be attracted by use of the Corporate Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of your non-compliance with any such regulations.
20. **Limitation Of Liability:** Subject to applicable law, you agree that if we fail to carry-out any of our obligations in connection with your Corporate Card Account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from failure including damages which flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example) resulting from mechanical or systems failure affecting such third parties.
21. **Outsourcing of Financial Services:** The Bank may outsource/assign activities (including the sales, marketing, servicing etc. of its products) to any service provider, whether located in India or overseas and whether to any of the Bank's affiliates or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). The Bank reserves the right to provide details of Cardmember's Account to such service providers for the purpose of availing outsourced services of any nature by the Bank, in accordance with its data privacy policy.

- 22.** Changing This Agreement: We have the right to change this Agreement at any time, by giving you at least 30 days prior written notice. We consider that you have accepted the changes if you keep or use the Corporate Card after you receive our notice. If you do not accept the changes you may terminate this Agreement by cutting the Card in half and returning the pieces to us. We will then refund a proportion of your annual Card Account fee. You will still be responsible for all Fees and Charges made before you terminate the Agreement.
- 23.** Notices: We shall be entitled to send any notice to you by prepaid posts to your address last known to us. Any notice as sent by us shall be deemed to have been received by you five (5) days after the date of posting.

You and/or the Company must send or confirm any notice to us by prepaid post to our following address:

The Manager
Customer Services
American Express Banking Corp.
CyberCity, Tower C, DLF Building No. 8
Sector-25, DLF City, Phase - II
Gurgaon- 122 002 (Haryana)

- 24. Governing Law And Arbitration:** This Agreement shall be construed and the provision and use of Corporate Card facilities shall be regulated in accordance with laws of India. You, the Company and AEBC, hereby unconditionally agree to submit to the exclusive jurisdiction of the Courts in the State of Delhi. Any dispute, difference and/or claims arising out of or in connection with or in relation to this Agreement/American Express Corporate Cardmember Agreement shall be settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a Sole Arbitrator, whose appointment shall be made at the instance and discretion of the American Express Banking Corp. The Arbitrator so appointed shall be competent to decide any matter or dispute or difference or claims referred to the Arbitrator which fall within the purview of Arbitration, as provided for in this clause.

Any Arbitration award granted shall be final and binding on the parties. The venue and seat of arbitral tribunal shall be at New Delhi and the entire Arbitration proceedings shall be conducted in English language.

This clause 24 shall survive the termination of the Corporate Account/Cardmember Agreement.