

**IMPORTANT:** Before you use the enclosed American Express Gold Card, please read these Terms and Conditions carefully and thoroughly. If you keep or use the American Express Gold Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the American Express Gold Card. For contact details please refer to the last page of this Agreement. Please refer to the American Express website ([www.americanexpress.com/in/legal/most-important-termsconditions-agreements.html](http://www.americanexpress.com/in/legal/most-important-termsconditions-agreements.html)) for most updated Terms and Conditions.

**1. Definition**

As you read this Agreement, remember the words “you” or “your” mean the person whose name appears on the Card Application. The words “we”, “our”, “us” refer to American Express Banking Corp. (“AEBC”). When we use the term “Card” we are referring to any Card issued by AEBC to you and all other Cards issued on your Card Account, including the Basic Card and any Additional Cards which carry the name of American Express or the Trade Mark or logo or service mark of American Express on the face of the Card. If you are the individual who asked us to issue one or more Cards, you will be called the “Basic Cardmember” and you will have an Account with us which we call your “Card Account”. The Card we issue to you will be called the “Basic Card”. If you, the Basic Cardmember, desire another Card for business purposes, you will be issued the “Additional Card for Business Purposes” on your Card Account. If you receive the Card at the request of a Basic Cardmember to use in connection with the Basic Cardmember’s Account, you will be called a “Supplementary Cardmember”, and the Card issued to you will be called a “Supplementary Card”. The term “Additional Card” will, however, include and mean both the Cards issued to the Supplementary Cardmember and the Card issued to the Basic Cardmember.

Additional Cards are issued at the request of the Basic Cardmember, and they may be cancelled at the request of the “Basic Cardmember” or if the Basic Cardmember is unwilling or unable to meet all obligations relating to the Additional Card or the Account. When that happens, the Basic Cardmember shall ensure that the Additional Cards are surrendered to us, cut in half. The Basic Cardmember shall remain liable for all Charges made on the Additional Card(s) before it is returned to us. The Basic Cardmember and any Additional Cardmember using a Basic Cardmember’s Account agree both jointly and severally to be bound by all terms of this Agreement. When we use the term “Establishment” we are referring to any corporation, firm, company or person which holds itself out as willing to accept the use of a Card in settlement of the price of the provisions of any goods or services.

“Red Flagged Account” is one where suspicion of fraudulent activity is detected owing to the presence of one or more Early Warning indicators, alerting/triggering deeper investigation from a potential fraud angle and initiating preventive measures by the banks.

**2. Acceptance of This Agreement**

If you agree to be bound by this Agreement, you should sign the Card as soon as you receive it. If you do not wish to be bound by this Agreement, cut the Card in half and return the pieces to us promptly. Unless you do so, we will assume that you have accepted this Agreement. If you do sign the Card, you should not use it before the valid date or after the expiration date printed on the face of the Card.

**3. Safe Custody of Card and Personal Identification Number (PIN)**

Cardmember shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of any third party or share or reveal the PIN with anyone, including family members, friends or relatives or with American Express customer service representatives, officials or merchants. American Express will never ask you for your PIN. Additionally, you should not write down the PIN anywhere and should not keep the Card and PIN in the same place, such as a wallet or a purse. Please shield your PIN while entering it at an ATM or POS machines. Cardmember shall at all times take all the appropriate measures to keep the card safe and secure including those as mentioned herein, to maintain safe custody of the card and the security of the PIN. If the Cardmember fails to observe the security requirements, he/she may incur liability. Cardmember will not hold American Express liable in case of any improper/fraudulent/unauthorized use of the Card and/or the PIN and American Express will not be liable for any consequences arising out of or associated with such improper/fraudulent/unauthorized use/misuse of the Card by any third party due to access of the Card/Card details to any such third party or due to sharing of PIN or the PIN coming to the knowledge of any third party, with or without the knowledge of the Cardmember. If any third parties gain access to the services, the Card Account or incur charges on the Card, the Card Member will be solely liable and responsible for the same and shall indemnify American Express against any liability, claims, demands, costs or damages arising out of such misuse/use by third parties and shall be compensated subject to the extant guidelines as issued from time to time.

**4. Liability for Charges - Immediate Payment**

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs), select partner Banks and from other locations as may be offered by us from time to time. We may issue PIN to Cardmembers at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Card, please contact us (please refer to the last page of this Agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

**5. Advance / Express Cash**

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs) of select partner Banks and from other locations as may be offered by us from time to time. However, if you wish to obtain Cash withdrawal from ATMs with the Card, you may apply for enrollment in the Express Cash facility. To do so, you must complete and submit an enrolment form. You can contact us at to obtain the form for Express Cash facility (please refer to the last page of this Agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

**6. Benefits / Gifts/ Discounts / Rewards**

- 6.1 American Express may offer various benefits/ gifts/ discounts/ rewards exclusively for the Cardmembers, from time to time.
- 6.2 These offers are being brought by American Express on a ‘best effort’ basis and any participation of Cardmembers in the programmes / schemes for availing the benefits / gifts/ discounts/ rewards would be purely voluntary.
- 6.3 American Express reserves its absolute right to modify/ alter/ withdraw any of the benefits/ gifts/ discounts/ rewards, including redemption of the same at any time without prior notice.
- 6.4 American Express does not manufacture/ develop any of the benefits/ gifts/ discounts/ rewards and the same are sourced from other establishments by leveraging its business acumen and relationships and therefore, is neither responsible nor guarantees the quality of goods/ services so redeemed by the Cardmember, under any of the benefits/ gifts/ discounts/ rewards.
- 6.5 American Express is neither responsible nor liable for any use / non-use or defects / deficiency of goods / services so redeemed under any of the benefits/ gifts / discounts/ rewards.
- 6.6 The benefits/ gifts/ discounts/ rewards may have additional Terms and Conditions and Cardmembers are required to read those Terms and Conditions in conjunction with this Cardmember Terms and Conditions.

**7. Monthly Statement**

- 7.1 Your statement will be generated once in a month for each billing period during which there is an activity or a balance outstanding on your Account. The statement will identify purchases, cash advances, balance transfer transactions, fee and all other charges, payments industry sources on the business day prior to the processing date, increased by a single conversion commission of 3.5% + applicable taxes. If Charge, cash/cheque withdrawals 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. However, there may be no statement generated for the period in which there has been no outstanding due to no transaction on the Account in the past month.
- 7.2 Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of the amount due. Should you not receive the statement within 10 days from the date of your usual statement date, please call us to check the amount payable.
- 7.3 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.

## 8. Payments

You must always pay us in Indian Rupees with a cheque, NEFT or on the American Express website. You may also authorise us to debit directly to your Account with your financial institution and credit your Card Account with the total amount due on the monthly statement ("National Automated Clearing House"). If you select NACH, we will advise you of the Terms and Conditions governing its operation. 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 waive any right.

The payment should not exceed the Total Amount Due. If there is a credit balance on the Card account, please promptly request a refund of the same by contacting us at the number on the back of your Card, or via the Chat option on the Mobile App to transfer the amount to your bank account. Please keep your NEFT details handy when placing this request.

## 9. Dishonoured Cheques and Dishonoured NACH Instructions

If you or your representative transmits or causes to be transmitted to us any cheques or drafts or NACH payments that are not honoured for their full amount, for each such cheque or draft or NACH payment, we may Charge the Card Account as appropriate to cover our internal administration costs.

## 10. Late Payment Charge

A Delinquency Fee is levied if American Express does not receive full payment of the Amount Due (as shown on the monthly statement) by the Due Date. The Delinquency Fee will be levied at the rate of 5% on the unpaid balance (with a minimum monthly Delinquency Fee being ₹300), in the next monthly billing statement until the payment is received in full."

## 11. Transaction Fee

For certain transactions that may be Charged to the Card (for example Petrol / Gas Stations, Railways Customs) or other categories that may be introduced in future, we reserve the right to levy a transaction fee per transaction or otherwise as we deem necessary. These rates will be advised to the Cardmembers in their monthly statements or through a mailer.

## 12. Termination

### BY YOU:

Cardmember can terminate their Credit Card at any time by a request to terminate through available channels, subject to payment of all amounts outstanding by the Cardmember in respect of the Account. Customer is at liberty to surrender the Card as per his discretion. Cardmember can cancel the use of a Credit Card by Supplementary Credit Cardmember by notifying American Express through available channels, but he will remain liable for all Charges incurred by the Supplementary Credit Cardmember up to and prior to the date of receipt of notice of cancellation by American Express. By American Express:

### By American Express:

American Express can terminate the Cardmember Agreement and cancel your Credit Card at any time on immediate notice or at any time to restrict the use of the Credit Card without giving reason or cause. Where American Express terminates the Agreement, all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. American Express may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled, the Card member must cut it in half and dispose of it judiciously. The Card member agrees not to use the Credit Card after it has been cancelled. 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 blocked, kindly destroy the Card by cutting in half. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

## 13. Default

We may treat your Account as being in default if you fail to pay us any amount when it is due, if you fail to comply with these Terms and Conditions. If any cheque, draft, debit or other payment is not honoured in full, this will also be default. We may also treat your Account as being in default if any statement made by you to us in connection made by any other creditor to seize any of your property or if any of your property is seized by any other creditor. If your Account is in default, we require you to pay us immediately all sums outstanding on your Account and we reserve our right to cancel your Card. You further agree that, if you default you will pay us all reasonable costs and expenses incurred or expended by us or on our behalf, including legal fees, in recovering or attempting to recover any monies owing to us with your Account or Card was false or misleading, if you breach any other agreement that you may have with us, if a petition for your bankruptcy is issued, if any attempt is made by you to defraud us, if it is the Cardmember's responsibility to update any change in his/her contact details with the Bank. If the Cardmember contacts the Bank from any alternate number(s) regarding any inquiry/information/details pertaining to his/her Card account(s), the Bank reserves the right to store his/her alternate contact number. In case of default, if the Bank is unable to contact the Cardmember at the primary contact details provided earlier, the Bank will access the alternate contact number(s) stored if any, in the Bank's repository and use it to contact the Card member.

## 14. Use of Cards

The Card issued to you can be used in India and overseas. You agree to comply and if you are the Basic Cardmember to procure the compliance of all Additional Cardmembers, with all applicable laws from time to time in force which may be affected by use of any Card. You agree and undertake that the American Express Card to you, if used overseas 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. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the American Express Card facility either at our instance or by the RBI. The globally valid Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your non-compliance with any such regulations. The Card is issued to the person requesting issuance of the same. No other person is permitted to use the Card issued to you for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not affect your liability to us for payment of all Charges made with the Card issued to you. You agree to notify us in writing at once if the Card is lost, or stolen, or if you suspect it is being used without your permission. You shall also file an FIR with the nearest Police Station from where the loss occurred. Provided that you have acted in good faith, your liability to us arising out of any unauthorised use of the Card prior to such notification shall be limited to Indian ₹1,000. You agree that you will not resell or return for a cash refund any merchandise, tickets or services obtained with the Card. You may return a purchase to an Establishment honouring the Card for credit only if the Establishment permits and approves such return. We reserve the right to deny authorisation for any requested Charge. American Express reserves the right to decline all or any jewellery transactions. You agree to ensure that any Additional Cards issued on your Card Account are used in the manner consistent with this clause. 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 RBI, the onus of getting the passport endorsed shall lie entirely on you. For contact details please refer to the last page of this Agreement. American Express reserves the right to decline all or any jewellery transactions.

To prevent any misuse of your Card, American Express may decline a suspicious transaction made using your digital wallets.

## 15. Billing Address

You must notify us immediately of any change in your name and / or billing address or the names of any Supplementary Cardmembers.

## 16. Billing Errors or Inquiries / Problems with Goods and Services

In the event of any query on the monthly statement of the Card Account, the same should be submitted to us in writing within 60 days of the statement date. We will take reasonable steps to assist you by providing information in relation to Charges Charged to the Card Account. We may Charge a reasonable administrative fee for statement reprints or Record of Charge forms. If you do not notify us of an error or omission on the statement within 60 days of the statement date, the statement will be conclusively settled to be 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 the credit slip to the Card Account. We are, however, not responsible or liable for any defects or complaints in respect of the goods or services which you may have Charged to the Card.

In case of Cardmember billing disputes/transaction disputes including unauthorized transaction notified by the customer, American Express follows its dispute resolution policy whereby a temporary or permanent suspension credit, as per American Express's internal policy, is applied on the disputed transaction and the case is investigated for the dispute, which is closed within 30 days. On being notified by the customer, American Express shall credit of the amount involved in the fraudulent transaction to the customer's Card account within 10 working days from the date of such notification by the customer.

Any dispute should be directly settled with the Establishment. In all circumstances, we must be paid the full amounts shown on the monthly statement and no claim by the Card member may be subject of set off or counterclaim against us. We accept no responsibility for the failure of any Establishment to accept the card or any loss or damage arising from the manner of its acceptance of the Card. 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 Card member and any dispute arising therefrom should be directly settled with it. For contact details please refer to the last page of this Agreement.

#### **17. Foreign Currency Cash and Cheque Withdrawals**

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 overseas 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 a specific rate is required by applicable law, you understand and agree that the overseas American Express treasury system will use conversion rates based on interbank rate that it selects from customary industry source on the business day prior to the processing date, increased by a Currency Conversion Factor assessment (currently 3.5% + applicable taxes) on such Charges. If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them.

#### **18. Renewal and Replacement Cards**

The Card will be valid until the expiration date printed on the face of the Card. You are requesting us to issue to you a Renewal or Replacement Card before the current Card expires. If you are the Basic Card member, you are also requesting us to issue to any Additional Cardmembers Renewal or Replacement Additional Cards before the current Additional Cards expire. We will bill the renewal fees for the Card Account annually. We will continue to issue Renewal or Replacement Cards and Additional Cards until you tell us to stop.

#### **19. Cardmember Information and Consent**

You authorise us and our affiliates to make all/any credit investigations we deem appropriate to evaluate and satisfy ourselves about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or Banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, banks, Credit Information Companies (CICs) as authorised by Reserve Bank of India or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports for marketing and administrative purposes, or as required by law, or to share such information with each other. 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 Being a Scheduled Commercial Bank, American Express Banking Corp., India (AEBC) / (Bank) is legally obligated to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to its 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. 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 Securitisation 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/permitted 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 explain 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.

For details of the American Express Privacy Policy and to know how we collect, process & store the information, please log on to: - <https://www.americanexpress.com/in/legal-disclosures/privacy-statement.html>

In case of any update in the documents submitted by the Cardmember at the time of establishment of business relationship / account-based relationship and thereafter, as necessary; Card member shall submit to American Express the update of such documents within 30 days of the update of the documents.

#### **20. The Card Remains Our Property**

The Card remains our property and we can revoke your right and the right of any Additional Cardmember to use it at any time. We can do this with or without giving you notice and with or without cause. If we have revoked the Card without cause, we will refund a proportion of your annual Card Account fee. We may list revoked Cards in our "Cancellation Bulletin", or otherwise inform establishments that the Card issued by you and, if you are the Basic Cardmember, any Additional Cards have been revoked or cancelled. If we revoke the Card or it expires, you must return it to us. Also, if an establishment asks you to surrender an expired or revoked Card, you must do so. You must not use the Card after it has expired or after it has been revoked. You shall continue to be liable for all Charges incurred by you after revocation or expiry of your Card till the date your Card is returned to us. The revocation, repossession or request for the return of the Card is not, and shall not constitute, any reflection on your character or creditworthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card. Furthermore, privileges and facilities attached to the Card may be withdrawn at any time at our absolute discretion without giving any notice to you or assigning any reason thereof.

#### **21. Suspension**

We can suspend your right to use the Card with or without cause and without notice. If we do suspend your Card privileges, you cannot use the Card until such time as arrangements satisfactory to us have been made for payments of outstanding Charges. If we do suspend your Card privileges, we shall not lose any of our rights under these Terms and Conditions or at law.

**22. 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 Card and to do all acts, deeds and things which we may deem fit in connection therewith. This clause shall survive the termination of this Agreement. For contact details please refer to the last page of this Agreement.

**23. 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.

**24. 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 amounts you have deposited with us under any Account or any amount that may be payable by us, in any capacity, to you on any Account whatsoever.

**25. Use of External Agencies**

We have the sole discretion to appoint agents to collect amounts payable to us, as we consider necessary. For this purpose, information regarding your credit facility will be supplied to the agents. However, we will not be responsible for any consequences arising out of the agents' acts or omissions. All Charges payable to such agents to collect our dues will be to your cost and risk in addition to all costs, Charges and expenses incurred by us to recover the outstanding dues / amounts.

**26. Card Account Classified as Red-flagged and Reporting of Fraud**

Red Flagged Account as defined by RBI in Master Directions on Fraud Risk Management in Commercial Banks (including Regional Rural Banks) and All India Financial Institutions is one where suspicion of fraudulent activity is thrown up by the presence of one or more EWS indicators, alerting / triggering deeper investigation from potential fraud angle and initiating preventive measures by the banks. AEBC shall reserve a right to investigate and audit of accounts classified as "Red Flagged" consequent upon triggering of early warning signs. AEBC may conduct an audit, of such Red Flagged Account and issue a notice with an opportunity to show cause within 21 days to you. You hereby agree to provide full cooperation for such audit. If, based on the material available on their record and internal investigation / assessment or the audit report submitted remains inconclusive or is delayed due to non-cooperation by you, AEBC shall conclude on status of the account, as a fraud and report the same to RBI. An account meeting the CRILC reporting threshold, as mandated by RBI from time to time, once Red Flagged, shall be reported by AEBC to the Reserve Bank within seven days of being Red Flagged.

**27. Limitation of Liability**

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your 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 the failure including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

**28. Miscellaneous**

Establishments may not honour the Card when such Establishments organise and conduct a Discount or Reduction Sale in respect of their merchandise or services.

**29. Changing This Agreement**

We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effective date of the change. We consider that you have accepted the changes if you keep or use the 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 dispose of it judiciously. 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.

**30. Communication with You**

30.1 We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effective date of the change.

30.2 All notices (which may include notice of changes to this Agreement), disclosures and other communications (together, "communications") may also at our sole discretion be communicated to you by mail or electronically to the street and/ or e-mail address you have provided in connection with your Card. Any communications from us shall be deemed given when deposited in the mail, postage prepaid, addressed to you at the latest address shown on our records, or sent electronically to the e-mail address you have most recently provided for your Card.

30.3 You must inform us immediately if you change your address or other contact information (such as telephone number or e-mail address) you have provided to us.

30.4 Cardmembers can now enroll for Payment Due Reminders by logging in to their online account and selecting WhatsApp under Alert Preferences in the "Communication & Online Statement" section of the Account Management tab.

By opting in, the Cardmember authorizes American Express to send transaction and service-related messages via WhatsApp. The service can be discontinued at any time by contacting us on the number mentioned on the reverse of the Card, or through 24x7 Support on the Amex Mobile App.

**31. No Waiver of Our Rights**

No forbearance, delay or failure on our part to exercise any power or right under these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

**32. Assignment**

We may assign any of our rights under these Terms and Conditions or the Accounts at any time without your consent to our parent, subsidiary or associate Company.

**33. 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 a 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.

**34. Other Terms and Conditions**

The use of the Card is also subject to any other Terms and Conditions governing the use of other facilities or features or product enhancements or promotions and programmes, which may be made available, from time to time.

**35. Law That Applies**

This Agreement shall be construed and the provision and the use of Card facilities shall be subject to the laws of India and AEB C, and you hereby unconditionally submit to the exclusive jurisdiction of the courts in the State of Delhi.



### 36. Governing Law and Arbitration

35.1 These Terms and Conditions are governed by laws in India.

35.2 Any dispute, difference and/or claims arising out of or in connection with or in relation to this 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 appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this Clause and/or should be decided under the Arbitration and Conciliation Act, 1996.

35.3 Any arbitration award granted shall be final and binding on the parties. The venue and seat of the Arbitral Tribunal shall be at New Delhi.

35.4 This Clause shall survive termination of the Cardholder Agreement.

### 37. Contact Details

(i) For any written communication, please write to us at the following address:

American Express Banking Corp.  
Cyber City, Tower C, DLF Bldg. No. 8, Sector-25,  
DLF City Phase 11, Gurgaon-122002.

(ii) For any verbal communication, Bank's 24 Hours Call Centre can be contacted at the numbers mentioned herein below:

American Express Gold Card: 0124-280 1111, 1800- 419-1120

**38. Card issued by AEBC may be equipped to enable contactless payments. Payment through the contactless mode is allowed for a limit of maximum INR 5,000\* for a single transaction without PIN. Any transaction for an amount more than INR 5,000\* can be authenticated using PIN i.e., 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://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.

Please be advised that few of our merchant terminals are still undergoing the upgrade process, to support Contactless Transactions upto INR 5000, without PIN authentication. We regret inconvenience, caused, if any, during this transition period.

### 39. USE OF THE CHARGE CARD

#### Statutory Compliance

The Charge Card issued to you can be used in India and overseas. You agree and undertake that the American Express Charge Card issued to you, if used overseas 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. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Credit Card facility either at our instance or by the RBI.

The globally valid Charge Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees. You agree to comply and if you are the Basic Charge Cardmember, to procure the compliance of all Supplementary Cardmembers with the exchange control regulations and other applicable laws from time to time in force, which may be affected by use of the Credit Card. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your noncompliance with any such regulations.

#### Manner of Use

##### You Must:

(a) Sign the Credit Card issued to you in ink as soon as you receive it and before you use it. (b) You should not overpay on your Credit Card. (c) Not use your Card to obtain cash from a merchant for a transaction recorded as a spend. Also, do not use your Card for amounts that do not represent bona fide purchases of goods or services, for example, spends at merchants owned by you, your family members, employees, or any other person where the transaction is made simply for cash flow purposes. Any such transactions may invite further action. Your Card may be suspended or cancelled if any unusual or suspicious activity is detected. (d) Keep the Credit Card number and any PIN secret and both separate from each other. (e) Only use the Credit Card within the validity dates shown on its face. (f) Not give the Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Credit Card as a result. (g) Not use the Credit Card to purchase anything to resell for commercial or business purpose. (h) Not return any goods, tickets or services obtained with the Credit Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so. (i) Not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card. (j) Not use the Credit Card if a petition for your bankruptcy has been filed unless the petition is withdrawn or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement. (k) Pay us in full for any mail order/Telephone/Fax or Internet order purchases that you may incur on the Card in which case there will be no signed Charge slips available. (l) Not use American Express Card for any transactions prohibited by any law or regulation in force from time to time, such prohibitions include and are not limited to transactions related to lottery, cryptocurrency, sweepstakes, banned or proscribed magazines, payment for call-back services etc

For the applicable Charges, Fees & Rate of Interest, please refer to Most Important Terms & Conditions (MITC).



American Express Banking Corp.,  
Cyber City Tower C, DLF Bldg. No. 8, Sector-25, DLF City Ph II, Gurgaon-122002.  
[americanexpress.co.in](https://americanexpress.co.in)