1. GENERAL PROVISIONS

a. Scope. These Terms and Conditions and our other policies and procedures (which we may amend from time to time) govern your acceptance of American Express® Cards and any Third Party Card in India. You agree to cause your Affiliates to comply with this Agreement.

b. Definitions. Frequently used terms are defined in Schedule A of this Agreement.

c. Accepting These Terms. By accepting our Cards you agree to be bound by this Agreement. If you do not accept these Terms and Conditions, you must not accept the Card or submit Charges to us or continue to display American Express materials but must notify us immediately and return all American Express materials to us.

d. Promotional Materials. You agree to prominently display American Express signs, decals or other identification prominently at all points of purchase (including in-store and online) of your Establishment(s) for the duration of this Agreement, unless otherwise agreed with us.

e. Information About Your Business. You must provide us to a list of your Establishments, and notify us of any subsequent changes in the list, including any change in the premises at which you accept the Card. You agree to advise us immediately of a change of ownership or any other significant change to the way you or your Affiliates carry on business which could impact the way we provide services to you under this Agreement.

f. For Your Use Only. This Agreement covers only you. You must not obtain Authorisations, submit Charges or Credits, or receive payments on behalf of any other party.

3. TERMS AND CONDITIONS

4. PAYMENT FOR CHARGES

a. When Full Recourse Applies. You must notify us of any error or omission in respect of the Merchant Service Fee or other fees or payments for Charges or Credits within ninety (90) days of the date of the statement containing such claimed error or omission or we will consider the statement to be complete and correct in respect of such amounts. We shall not be liable for any delayed or misdirected payment to you if you have not promptly provided us with updated or changed banking information.

b. Fees. Your Merchant Service Fee is indicated in the Application, this Agreement or otherwise provided to you by us. We reserve the right to change our Merchant Service Fee from time to time and to charge a different Merchant Service Fee for Charges submitted by your Establishments that are in different industries. Additional fees that apply to you are set out in this Agreement or otherwise provided by us to you from time to time.

c. Credit Submissions. You must submit Credits to us within seven (7) days of determining that a Credit is due and create a record of Credit that complies with our requirements (Credit Record)

Terms and Conditions
clause. Our right of Full Recourse remains even if we had notice of the above facts when we paid you.

b. How We Exercise Full Recourse. We will recover the full amount of each Charge that is subject to Full Recourse by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account); notifying you of your obligation to pay us in which case you must pay within seven (7) days of any notification; or reversing a Charge for which we have not paid you. Our failure to demand payment does not waive our right to Full Recourse.

c. Fraud Full Recourse Programme. We may put you or any of your Establishments onto a Fraud Full Recourse programme for all Charges, charge you a fee or create a Reserve, if your Establishment is in a high risk industry category or you experience a disproportionately high number or amount of Disputed Charges or fraud relative to your prior history or industry standards. If you are on the Fraud Full Recourse programme, we will have the right for any reason uncooperative due to fraud. We are not obligated to contact you first or offer you the opportunity to provide a written response to any dispute for which we have exercised this right. We will have this right even if we had notice of such defect at the time of payment.

6. SECURITY

a. Protective Actions. You acknowledge that your entry into this Agreement provides a direct financial benefit to you and your Affiliates. Accordingly, we shall be entitled to take reasonable actions when we consider necessary there is a risk that you will be unable or unwilling to perform your contractual obligations to us under this Agreement or any Other Agreement. In particular, we shall be entitled to (a) change the speed or method of payment for Charges, (b) change your Merchant Service Fee or payment plan, (c) exercise Full Recourse, (d) suspend or stop any payments to you, (e) change the Floor Limit (if applicable), (f) introduce additional Authorisation procedures, (g) charge you fees for Disputed Charges, or (h) create a Reserve.

b. Creating a Reserve. If we believe that we need to create a Reserve, we may do so immediately by (i) withholding amounts from payments we otherwise would make to you under this Agreement; or (ii) requiring you to deposit funds or other collateral with us. Such amounts or funds are called a Reserve. The amount of the Reserve may change from time to time, and we will only hold an amount that we consider reasonable to be necessary to cover our financial exposure or risk to us or our Affiliates under this or any Other Agreement. Some of the events that may cause us to establish a Reserve include: (a) your ceasing a substantial portion of, or adversely altering, your operations; (b) your selling all or substantially all of your assets or any Third Party acquiring 25% or more of the equity interests issued by you; (c) (i) you being involved in fraudulent or illegal business activities or (ii) you becoming insolvent; (d) engaging in any point of sale terminal, direct payment service, direct connection or other devices or associated equipment operated by us or others which is beyond our reasonable control. Neither of us shall be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or the banking system. This does not affect our rights to Full Recourse or to create Reserves pursuant to this Agreement.

c. Set-Off. We shall be entitled to deduct and withhold amounts held by us (including but not limited to payments for Charges, deposits, or the Reserve) or any other indebtedness and liability owed by you to us, and offset these amounts against any actual or contingent debts, obligations, debit balances or amounts owing by you or any of your Affiliates to us or any of your Affiliates under this or any Other Agreement. Unless we notify you otherwise, you will send notices to us at:

American Express Bank Corp.
Attention: Global Merchant Services
Address: Cyber City Tower C, DLF Bldg No. 8,
DLF Phase 1, Gurugram, Haryana-122001,

E-mail: india.merchant.service@americanexpress.com Facsimile: +91124 336 3911

c. Notice to you. We may notify you in person, in writing or electronically, on the date of the matter being notified. You must notify us prior to any change in your notice address.

7. NOTICES

a. Notifying us. Communications shall be inwriting and sent by regular mail, e-mail or by facsimile transmission, to the addresses set out below. Notices sent to us will be processed in accordance with our policies and procedures which may require you to provide us with additional information or documentation to be effective.

b. Our Notice Address. Unless we notify you otherwise, you will send notices to us at:

American Express Bank Corp.
Attention: Global Merchant Services
Address: Cyber City Tower C, DLF Bldg No. 8,
DLF Phase 1, Gurugram, Haryana-122001,

E-mail: india.merchant.service@americanexpress.com Facsimile: +91124 336 3911

c. Notices to you. We agree to notify you in person, in writing or electronically, on the date of the matter being notified. You must notify us prior to any change in your notice address.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Indemnity. You will indemnify and hold harmless us, any Third Party, and our Affiliates, licensees, successors and permitted assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, arising or alleged to have arisen from or in connection with your breach or failure to perform under this Agreement. Your indemnity obligations to us, our Affiliates, successors and permitted assigns also have reason to believe that you are involved in fraudulent or illegal business transactions or activities; (ii) you are wound up, dissolved, liquidated, made bankrupt, or any trustee in bankruptcy, receiver, monitor, liquidator or any other officer with similar powers is appointed in respect of you, or you make or agree to any filing or arrangement for the protection of creditors from, or you are unable to pay your debts as and when they become due to you or you become subject to execution or attachment of a significant portion of your assets; (ii) you default under any agreement with respect to any indebtedness or other obligation to any person other than us which results in the acceleration of such indebtedness or obligation or the right of such person to realise upon any of your property and / or (v) any event or series of events occurs that in our opinion impairs your prospects of performing your obligations under this or any Other Agreement. You agree to notify us within 24 hours if any of the above events occur. Notices of termination shall be effective immediately upon receipt. You agree to purchase, at any time, such insurance and to maintain such insurance, as the case may be, as we may require from time to time.

b. Limitation of Liability. We (including a Third Party), our Affiliates, successors or assigns will not be liable to you for any malfunction, unavailability or failure of, or delay in processing through, any point of sale terminal, direct payment service, direct connection or other devices or associated equipment operated by us or others which is beyond our reasonable control. Neither of us will be responsible or liable to the other for any incidental, indirect, speculative, consequential, special, punitive or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other source of law) howsoever arising out of or in connection with this Agreement. Neither you nor we will be responsible for the other for damages arising from delays or problems caused by telecommunications carriers or the banking system. This does not affect our rights to Full Recourse or to create Reserves pursuant to this Agreement.

9. TERM AND TERMINATION

a. Effective Date / Termination Date. This Agreement begins as of the date, (i) you first accept the Card after receipt of this Agreement or otherwise indicate your intention to be bound by this Agreement, or (ii) we approve your Application, whichever occurs first. This Agreement shall continue unless and until terminated by either party by giving not less than thirty (30) days' written notice.

b. Termination for Breach. Either party may terminate for any material breach not remedied within thirty (30) days after written notice from the other party specifying such breach.

c. Other Events That May Cause Termination. We may terminate this Agreement immediately upon the occurrence of any of the following events: (i) you default in your obligations under this or any Other Agreement; (ii) you have reason to believe that you are involved in fraudulent or illegal business transactions or activities; (iii) you are wound up, dissolved, liquidated, made bankrupt, or any trustee in bankruptcy, receiver, monitor, liquidator or any other officer with similar powers is appointed in respect of you, or you make or agree to any filing or arrangement for the protection of creditors from, or you are unable to pay your debts as and when they become due to you or you become subject to execution or attachment of a significant portion of your assets; (iv) you default under any agreement with respect to any indebtedness or other obligation to any person other than us which results in the acceleration of such indebtedness or obligation or the right of such person to realise upon any of your property and / or (v) any event or series of events occurs that in our opinion impairs your prospects of performing your obligations under this or any Other Agreement. You agree to notify us within 24 hours if any of the above events occur. Notices of termination shall be effective immediately upon receipt. If you fail to provide a written response within such notice period, we will proceed to terminate this Agreement. In particular, we may put you or any of your Establishments onto a Fraud Full Recourse programme for all Charges, charge you a fee or create a Reserve, if your Establishment is in a high risk industry category or you experience a disproportionately high number or amount of Disputed Charges or fraud relative to your prior history or industry standards. If you are on the Fraud Full Recourse programme, we will have the right for any reason uncooperative due to fraud. We are not obligated to contact you first or offer you the opportunity to provide a written response to any dispute for which we have exercised this right. We will have this right even if we had notice of such defect at the time of payment.

d. Inactive Account. If you have not submitted a Charge within any period of twelve (12) consecutive months, we will deem this an offer by you to terminate this Agreement, which we may accept by blocking your access to our services. We reserve the right to notify you of the date of your terminal provider of termination of this Agreement. An offer to terminate under this clause does not preclude you from exercising any other rights of termination you may have under this Agreement.

e. Provided Termination. If, in relation to all amounts owing to us and our Affiliates, you and your successors and permitted assigns will remain liable for any unpaid amounts immediately upon termination. You must also remove all displays of our Marks and any Third Party Marks, return our materials and equipment immediately, and discharge all amounts owed by us to you, and offset these amounts against any actual or contingent debts, obligations, debit balances or amounts owing by you or any of your Affiliates to us or any of your Affiliates under this or any Other Agreement. You must take all steps necessary to prevent the transfer or disclosure of Cardmember Information to any Third Party, and will not copy, reproduce or store in any form the names and addresses of Cardmembers for any reason. Any Cardmember Information is confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement. You are responsible for ensuring that Cardmember information remains secure in accordance with clause 12 Protecting Cardmember Information and our Data Security Operating Policy.

f. Withdrawal of Acceptance. We may (i) refuse to allow any Establishment to accept or continue to accept the Card or (ii) suspend any Establishment's Card acceptance privileges, without notice and without discretion, on a reasonable business basis, including legal or compliance risk, or risk of credit or fraud loss.

10. CONFIDENTIALITY AND PRIVACY

a. Confidentiality. You must keep confidential and not disclose to any Third Party the terms of this Agreement and any information that you receive from us that is not publicly available relating to your relationship with American Express or its Affiliates, and your acceptance of the Card, including your Merchant Service Fee. You must take all steps necessary to prevent the transfer or disclosure of Cardmember Information to any Third Party, and will not copy, reproduce or store in any form the names and addresses of Cardmembers for any reason. Any Cardmember Information is confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement. You are responsible for ensuring that Cardmember information remains secure in accordance with clause 12 Protecting Cardmember Information and our Data Security Operating Policy.

b. Your Information Privacy Obligations. You must: (i) comply with the Privacy Law and any American Express privacy protocol we provide you with in respect of all Personal Information; (ii)
promptly follow any reasonable direction we give you in relation to Personal Information; (iii) only use Personal Information for the purpose of this Agreement and not for any other purposes; (iv) ensure that only your authorised personnel have access to Personal Information and all relevant personnel are properly trained to meet the requirements of this Clause and the Privacy Law; (v) maintain complete and accurate records of your use and disclosure of Personal Information and immediately remove these records and the records of the Personal Information on request to your authorised representative; (vi) provide reasonable assistance to us to enable us to resolve any inquiry or complaint relating to Personal Information; and (vii) immediately notify us if (a) you know of or suspect unauthorised use, copying or disclosure of Personal Information; (b) any law prevents or may prevent you from complying with this clause.

c. Consent to Collect, Use, and Disclose Information About You. You agree that American Express will collect information about you, which may be used or disclosed as follows: (i) to our Affiliates, for the purposes set out in this Agreement; (ii) to issue the Card and to operate the Card service and to persons who have signed an agreement with American Express for the acceptance of the Card, and to any Third Party service provider providing services to American Express in the ordinary course of our business, in order to administer and service your account, process and collect Charges at your Establishment and manage any benefits or programmes in which you may be enrolled; (iii) to the extent permitted by law, to agents or sub-contractors of American Express or to any other person for the purpose of fraud prevention; (iv) with card products; (v) to the extent permitted by law, credit reference agencies which information may be shared or exchanged in assessing your applications for financial / credit facilities or for preventing fraud or tracing debtors; (vi) to the extent permitted by law, to credit reporting agencies, credit bureaus or any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship to carry out further credit checks (including contacting your financial institution); (vii) to collection agencies and lawyers for the purposes of collecting debts due to American Express; (viii) as permitted by or to comply with legal or regulatory requirements; (ix) to analyse information about you and Charges at your Establishment to assist us in managing your account and authorising Charges, and to prevent fraud; (x) monitor and/or record your telephone calls to us, either ourselves or by selected organisations, to ensure consistent service levels and account operation; and (ii) use other Third Party databases or references provided by you to obtain or verify information about you, your business or to identify you.

All of the above may be undertaken within and outside India in respect of any of your locations. This includes processing your information in the USA. We will keep your information about you for so long as is appropriate for the above purpose or as is required by law.

d. Use of Your Information for Marketing Purposes. By accepting the Card you agree to our use of your information for marketing purposes. This includes putting your name and contact details on marketing lists for the purposes of customer research, or developing or making offers to you (by mail, email or telephone) about products or services, or having our Affiliates or selected Third Parties obtain or collect this information from your Application, from surveys and research, and/or from other external sources such as merchants or marketing organisations. We shall remove your name from any such list if you ask us to.

e. Collection and Disclosure to Government Agencies. You acknowledge and agree that American Express’ ultimate parent company is headquartered in the United States of America and as such American Express is subject to the laws of that jurisdiction. You consent and agree to and shall provide to us all information and / or sign all necessary agreements (including, but not limited to, genuine, executed and valid, applicable U.S. Internal Revenue Service forms) that we require to allow us or our Affiliates to collect, use, and disclose information to comply, and maintain compliance, with all applicable laws of the United States of America and any other jurisdictions that are applicable to them, including, without limitation, U.S. tax laws.

f. Privacy Queries. You may download a copy of the American Express Privacy Policy Statement, from our Merchant Services website www.americanexpress.co.in/merchant. To request access to information about you held by us please write to: The Privacy Officer, Cyber Tower, C/DLF Bldg No. 8, DLF City Ph-II, Gurgaon-122002. If you request, we will tell you what information we hold about you as required by law. If you believe that any information is incorrect or incomplete, you should write to us and we will correct it.

11. PROTECTING CARDMEMBER INFORMATION

a. Data Security. You must comply with our Data Security Operating Procedure, a copy of which is available at www.americanexpress.com/datasecurity and which we may amend from time to time. Under the Data Security Operating Procedure, you must observe additional individual and organisational obligations based on a data incident and transaction volume, including providing us with documentation validating your compliance with the Payment Card Industry Data Security Standard performed by Qualified Security Assessors or Approved Scanning Vendors (or both, as defined in that Policy). Your data security procedures for the Card shall be no less protective than for Other Payment Products you accept.

b. Cardmember Information. The information that you collect to facilitate the Cardmember’s access directly to the Cardmember and not from a Third Party. You must not share any Cardmember Information obtained either from the Cardmember at the point of sale or during Authorisation or submission with any third parties other than your Covered Parties, without the express consent of the Cardmember. At the point of sale, you must clearly and conspicuously inform the Cardmember which entity is making the offer of goods or services, so that the Cardmember can clearly distinguish you from any other party involved in the sale.

12. INTELLECTUAL PROPERTY

a. Proprietary Rights. Neither party has any rights in the other party’s Marks, nor may one party use the other party’s Marks without its prior written consent, except that we or a Third Party, if applicable, may use your name, address, (including your website addresses or URLs), and customer service telephone numbers in any media, including any promotional or other materials that we make available to your customers.

b. Permitted Uses of Amex Proprietary Information. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement. Where you mention the Card as a payment method, you must use the Marks, and as applicable, Third Parties’ Marks that we have approved for your use. For once you have obtained our initial written approval to do so, you may refer to the Card as a payment method accepted by you in your advertising or other promotional materials within our case by case approval, so long as the reference is strictly limited to a listing of the Card as a payment method. You may use our Marks for such listing references so long as you have obtained and complied with our instructions regarding the proper use of our Marks. We reserve and will have the right in our discretion to refuse such listing references by you or to require you to take such measures as we may consider appropriate.

c. Permitted Uses of Your Proprietary Information. We may refer to and list details of each of your Establishments in guides, directories, or other lists of merchants warmly accepting the Card, or have our Affiliates or selected Third Parties do so on our behalf. You also agree that we may use your Marks for this purpose, so long as we have obtained and complied with your instructions regarding the proper use of your Marks.

13. REPRESENTATIONS AND WARRANTIES

You represent and warrant to us that: (i) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business; (ii) you have full authority and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due; (iii) there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder; (iv) you are authorized to enter into this Agreement on behalf of your Establishments and Affiliates, and each Covered Party has the authority to enter into this Agreement, and each Covered Party who signs this Agreement (a) has authority to bind you and them to it; (v) you have not assigned to any Third Party any payments due to you under this Agreement; (vi) all indebtedness arising from all Charges submitted by you is genuine and free from liens, claims or encumbrances; (vii) all information that you provided in connection with this Agreement is true, accurate, and complete; and (viii) you have read this Agreement and kept a copy for your file. You must notify us if (a) you know of or suspect unauthorised use, copying or disclosure of Personal Information; (b) any law prevents or may prevent you from complying with this clause.

14. DISPUTE RESOLUTION

a. Claims. All Claims arising in connection with this Agreement, upon your or our election, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, which provisions are deemed to be incorporated by reference into this clause. Claim means any claim (including initial claims, counterclaims, cross-claims, and Third Party claims), dispute, or controversy between you and us arising from or relating to this Agreement, including any question regarding its existence, validity or termination, or the relationship resulting from this Agreement, whether based in contract, tort (including negligence, strict liability and fraud), statutes, regulations or other body of law.

b. Arbitration Procedure. It’s agreed that: (i) the tribunal shall consist of one arbitrator; (ii) the place of the arbitration shall be Delhi; and (iii) the language of the arbitration shall be English. The arbitrator will have the power and authority to grant equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Agreement or any of its separate provisions, including this clause, nor to determine any matter or make any award except as provided for in the same.

c. Small Claims. We will not elect to use arbitration under this clause for any individual Claim that you properly filed in accordance with the special procedure for handling smaller claims in a local or county court, so long as the Claim is pending only in that court. Injunctive relief sought to enforce the confidentiality provisions of this Agreement will not be subject to the requirements of this clause.

d. Complaints. If you have any questions or problems in connection with this Agreement, please contact Merchant Services at 1800 419 4144 (Toll Free) or +91 924 280 1414 (Landline) from Monday to Saturday (10:00 am to 09:00 pm).

15. TAX

a. Taxes. Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. The following provisions shall apply in relation to Taxes: (a) taxes that are payable under this clause are due at the same time as any amount payable under this Agreement and payment under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party.

b. Interpretation. In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term “or” is not exclusive; (iii) the term “including” means “including, but not limited to;” (iv) the term “day” means “calendar day;” (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other
document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; (vi) all captions, headings, and similar terms are for reference only; (vii) the term "may" (unless followed by "not") shall mean "has the right, but not the obligation, to"; and (viii) unless otherwise noted, all amounts are in Local Currency.

c. Assignment. You must not assign, novate, subcontribute or transfer any of your rights or obligations under this Agreement, in whole or in part, without our prior written consent. We may assign, novate or subcontract any or all of our rights or obligations under this Agreement to any of our Affiliates or a Third Party. Except as otherwise specified herein, this Agreement binds the parties and their respective successors and permitted assigns.

d. Waiver. Any failure to exercise any right, power or remedy under this Agreement or delay in enforcing any right, power or remedy shall not be deemed a waiver thereof. A waiver of any of our rights on any occasion will not constitute a waiver of such rights on any other occasion. No waiver of any term of this Agreement will be effective unless it is in writing and signed by us.

e. Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall continue in full force and effect and shall be binding and effective on the parties hereto.

f. Amendments. We may amend this Agreement at any time on at least ten (10) days' prior notice to you. In the event of an immediate regulatory or security need to amend this Agreement, we will give you notice in advance of the change, or as soon as possible afterward. Your continued acceptance of the American Express Card constitutes your acceptance of the amended terms and conditions.

g. Force Majeure. Neither party will be liable for any failure or delay in performance resulting from circumstances beyond their reasonable control including, without limitation, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft; acts of terror; or labour disputes or strikes.

h. No Third Party Beneficiaries. Unless otherwise provided for herein, this Agreement does not and is not intended to confer any rights or benefits on any person that is not a party to this Agreement.

i. Entire Agreement. This Agreement is the entire agreement between us and supersedes any prior agreements, representations or understandings with respect to the subject matter hereof.

j. Compliance with Laws. You agree to comply with all laws, regulations and standards that are applicable to you and your Affiliates.

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**SCHEDULE A**

**DEFINITIONS**

Account means your designated bank account with a financial institution in India.

Affiliate means any legal entity or organisation that controls, is controlled by, or is under common direction, management or control with the relevant party, including its subsidiaries.

American Express (also we, us, our) mean American Express Banking Corp., its related companies and licensees that issue the Card or participate in the Card Service.

Application means the Merchant Card Acceptance form you have completed, signed and submitted to participate in the American Express Card service.

Authorisation means the process for obtaining approval for a Charge, as described in this Agreement.

Card and American Express Card mean any card, account access device, or payment device bearing our or our Affiliates’ Marks. Card also includes any card or other account access device issued by a Third Party.

Cardmember means the person or entity whose name appears on the Card or the holder of a Prepaid Card whose name may or may not be printed on the Card.

Cardmember Information means any information about Cardmembers and Card transactions, including the names, addresses, account numbers, and card identification numbers.

Card Data includes the following elements: Cardmember name, Card number, expiration date, Charge date, the amount of the Charge, the two- digit approval code, description of goods and services, your name, your address, your merchant number and if applicable the Establishment number, Cardmember signature (for Card Present transactions only), and all other information as required from time to time by us or applicable law.

Charge means a payment or purchase made on the Card. Card Present Charge means a Charge for which the Card is presented at the point of purchase, including In Person Charges and Charges made at CATs. In-Person Charge means a Card Present Charge excluding Charges made at CATs (e.g., a Charge taken at a merchant attended retail location where the Card is swiped, read using contactless technology or inserted into a chip-enabled device).

Chip and Signature Charge means a Chip Card Charge authenticated by the Cardmember’s signature.

Credit means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

Discount Rate is an amount we charge you for accepting the Card as set out in your Application or elsewhere in this Agreement.

Discounted Charge means a Charge about which a claim, complaint, or question has been brought.

Establishments means any or all of your Affiliates’ locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future, that we have approved.

Establishment Number (sometimes called the “merchant” or “SE” number in our materials) is the unique number we assign to your Establishment; if you have more than one Establishment, we will assign to each a separate Establishment Number.

Floor Limit means a Charge amount above which you must obtain an Authorisation.

Fraud Full Recourse Programme is a programme that allows us to exercise Full Recourse without first sending an inquiry any time a Cardmember disputes a Charge for any reason based on actual or alleged fraud.

Full Recourse when used as a verb, means (i) our reversal of a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

Local Currency means Indian Rupees.

Marks mean names, logos, service marks, trademarks, trade names, taglines, or other proprietary designations.

Merchant Account means an account established with us upon entering into this Agreement.

Operating Policies and Procedures means our operating policies, procedures and regulations for Card acceptance as notified to you and / or amended from time to time.

Other Agreement means any agreement (other than this Agreement) between you or any of your Affiliates and us or any of our Affiliates, or you and the Cardmember.

Other defined terms appear in italics in the body of this Agreement.
1. Charge Records

a. Format. For every Charge, you must create record of charge (ROC) of the type that complies with the Specifications or in a form approved by us. You may create multiple ROCs for a single purchase placed on different Cards, but you must not create multiple ROCs for a single purchase to the same Card, by dividing the purchase into more than one Charge, unless the Specifications permit in Schedule B, Clause 3.

b. Retaining Documents. You must retain the original ROC or Credit Record (as applicable) and all documents evidencing the transaction, or reproducible records thereof, for 12 months from the date you submitted the Charge or submitted the documents to us, if the ROC represents services or goods rendered. If you do not follow our instructions, we may refuse to accept the Charge or the ROC.

2. Accepting the Card

a. In Person Charges - General. For In Person Charges, the Card must be presented and you must: (i) verify that the Card is not visibly altered or mutilated; (ii) ensure that the Card is being used within the time limits and within the country issued on its face; (iii) ensure that the account number on the face of the Card matches the account number on its back and there is a 4 digit card No. If you are unable to verify that the signature panel of the Card is signed in the same name as the name on its face (except for Prepaid Cards that show no name on their face), you may request an Authorisation for the Charge and PIN Charge where the ROC is not signed; and (iv) that the Card account number and expiration date printed on the ROC matches the expiration date and account number on the Card.

b. In Person Charges – Chip Cards. Generally, Chip Cards must first be inserted in the reader of the terminal. The terminal will provide instructions for you: (i) in the case of a Chip and PIN Charge, to obtain the PIN into the pin pad at the terminal; or (ii) in the case of a Chip and Signature Charge, to obtain the Cardmember’s signature on the ROC. If you are unable to complete a Chip and PIN transaction due to a technical issue, the terminal will show an error message and you must follow the procedure to capture the full magnetic stripe data. If the terminal of your Establishments in India have not been upgraded to accept Chip cards or we have not certified them and your Processing Agent for the ability to capture and send Card Data has not been verified, then you must use Card Data Electronically delivered online via a website payment page.

c. In Person Charges – non-Chip Cards. For Chip Present Charges where the Card is not a Chip Card, the terminal will provide instructions for you: (i) swipe the Card through the terminal, (ii) obtain the Cardmember’s signature on the ROC. If the magnetic stripe is unreadable, the charge request may be keyed into the terminal manually and an imprint of the Card obtained to verify the Card Data presented.

d. Card Not Present Charges – General. For Card Not Present Charges, you must: (i) create a ROC as described above, except with the designation of “Mail Order,” “Telephone Order,” “Internet Order,” or “Signature on File,” as applicable, on the signature line or the appropriate electronic descriptor on the ROC; (ii) ask the Cardmember for his or her name as it appears on the Card, the Card account number and expiration date, the Cardmember’s billing address, and the ship-to address; and (iii) obtain Authorisation as described below. If you wish to accept orders for goods or services electronically, you must use a method to verify that you have obtained an Authorisation for each Charge basis, such as sending a Credit for the full amount of the Charge to the Cardmember or the Assortment.

e. Card Not Present Charges – Internet. We will accept Charges for Internet Orders subject to the requirements of Paragraph 2, above and the following additional requirements. You must: (i) send Card Data concerning any Internet Order via the Internet or any other electronic mail medium to anyone other than the Cardmember who made the Internet Order, your Processing Agent, or us; (ii) submit all charges for Internet Orders electronically; (iii) use separate Establishment numbers that we provide you for Internet Orders in all your requests for Authorisation and submit these Internet Charge authorisations using our website interface; (iv) send us a copy of the Cardmember written confirmation (e.g., email or facsimile) of the Advance Payment Charge, the amount, the confirmation number (if applicable), a detailed description and expected delivery date, and the expected delivery tickets, lodging, travel-related services (e.g., tours, guided expeditions). For an Advance Payment Charge, you must (i) state your full cancellation and refund policies, (ii) clearly disclose your Advance Payment Charge procedures are available for custom-orders (e.g., orders for goods to be manufactured to a customer's specifications), entertainment / ticketing (e.g., sporting events, concerts, etc.), travel (e.g., air travel), or other events (e.g., travel) and provide this information online via a website payment page.

f. Card Present Charges – Customer Activated Terminals (CAT). We will accept Charges for purchases at your unattended CATs or payment kiosks subject to the following requirements. (a) TheCharge must include in all its requirements and procedures: (i) the applicable Authorisation requirements; (ii) flagging all requests for Authorisation and all Submissions with a CAT indicator; and (iii) follow any additional Authorisation procedures that we provide to you. CAT transactions are subject to Full Recourse for fraud, even if you obtained Authorisation for the Charge and complied with all other terms and conditions of this Agreement.

g. Recurring Billing Charges. If you offer Cardmembers the option to make recurring charges automatically (Recurring Billing Charges), you must clearly and conspicuously disclose all material terms of the offer including details of your cancellation / refund policy, and obtain the Cardmember’s written consent to such terms. Before submitting the first Recurring Billing Charge you must obtain the Cardmember’s consent (i.e., a written consent that includes the Cardmember’s name, the Card number, the Cardmember’s signature if applicable), Card expiry date, the Cardmember’s billing address, the amount charged each time, frequency of the Recurring Billing Charges, and a statement confirming (i) the Cardmember’s consent for you to charge their Card; and (ii) that the Cardmember can withdraw such consent at any time. The method you use to secure consent must contain a disclosure that you may receive updated Card account information from the Issuer. You must retain the continuous authority form for 24 months from the date you submit the last Recurring Billing Charge. Before submitting each Recurring Billing Charge, you must obtain Authorisation and complete a ROC except with the words “Signature on File,” if applicable, and the appropriate electronic descriptor on the ROC. If this Agreement terminates for any reason, then you must notify all Cardmembers of their Recurring Billing Charges and procedures. We may require a cancellation ROC before you request an Authorisation. If a cancellation ROC is issued in respect of a Recurring Charge, we will not provide you with a charge transaction for the cancellation ROC, nor will we pay you for that transaction. If a Card account is cancelled, or if a Cardmember withdraws consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember.

h. No Signature. Your Qualified Establishments may participate in our “No Signature” programme which allows Establishments not to request a signature from Cardmembers on the ROC. No Signature Charges submitted in accordance with the相关规定 of Establishment for No Signature must (i) state your full cancellation and refund policies, (ii) clearly disclose your intent, and obtain written consent from the Cardmember to perform a Delayed Delivery Charge before you request an Authorisation; (iii) charge the Cardmember’s account for the “deposit” or for the “balance” of the Delayed Delivery Charge, as applicable; (iv) submit each Delayed Delivery ROC within seven days of the Charge being incurred; (v) provide us with at least one month’s prior notice of any change in the Cardmember’s information and your banking arrangements; (vi) ensure that the Charge is submitted to us electronically according to our Specifications. We may modify the preceding requirements from time to time. You must process CPC Charges under your Cardmember’s program number.
than US $15 or Local Currency equivalent; (iv) create a ROC, as set forth under "Card Not Present Charge-General" above, for the full Aggregated Charge amount; (v) ensure the Aggregated Charge does not exceed US $15 (or Local Currency equivalent) for the amount for which you obtained pre-Authorisation; (vi) submit each ROC within seven (7) days of the Charge being incurred which for the purpose of an Aggregated Charge is the date of the first purchase (and/or refund) that comprises the Aggregated Charge; and (vii) provide the Cardmember with an email containing: (a) the date, amount, and description of each individual purchase (and/or refund) and (b) the date and the amount of the Aggregated Charge.

3. AUTHORISATION

a. Approval Code Number. For every Charge, Establishments must obtain from and submit to us an Authorisation Approval code number except for Charges under any applicable Floor Limit for Chip Card Transactions. In the case of Prepaid Cards, Authorisation is required only for the amount of available funds used on the Prepaid Card and Establishments may follow their policies on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. If the other payment method is a Card, then this Agreement applies. An Authorisation must be obtained for the full amount of the Charge, except as otherwise provided in Schedule C. We will have Full Recourse for any Charge for which Authorisation is not properly obtained, or for which Authorisation was refused to or no Authorisation code number was given or properly recorded. Authorisation does not guarantee that we will accept the Charge without exercising Full Recourse right for any reason, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid. You must not seek Authorisation on behalf of a third party.

b. Authorisation Validity. If you submit a Charge to us more than seven (7) days from the original Authorisation date, you must obtain a new Authorisation approval code number, except as otherwise provided in Schedule C. For Charge of goods or services that the Shopper provided more than seven (7) days after an order is placed, you must obtain Authorisation for the Charge at the time the order is placed and again at the time you ship or provide the goods or services to the Cardmember.

c. Transaction Data. If you process Card Present Charges electronically, you must submit with your Authorisation request transaction data that is in compliance with the Specifications we provide you from time to time. If you are unable to submit the requested transaction data, for example if the magnetic stripe on the Card is unreadable, you must key-enter the transaction information, including the Card’s magnetic stripe data or manual imprint, number, and any other required information to validate Card presence and obtain a signature. If you do not take a manual imprint for any keyed transaction and obtain a signature, we will have the right to Full Recourse for such Charge.

d. Telephone Authorisation. If your point of sale equipment or system is unable to reach our Computer System for Authorisation, or you do not have such equipment or systems, you agree to make an Authorisation for all Charges by calling us at our Authorisation telephone number. We reserve the right to charge your Full Limit at any time, and will give you notice of the charge and the effective date.

4. SUBMITTING CHARGES AND CREDITS

a. Electronic Transmissions. If you have an electronic terminal, you must submit Charges and Credits (Charge Data) electronically. Transmissions must comply with the Specifications. We may not accept any non-compliant Transmissions. You agree to make any charges to Transmissions within 30 days’ written notice from us. Even if you transmit Charge Data and Transaction Data (as defined in the Specifications) electronically, you must still complete and retain ROCs and Credit Records. If you upgrade your system for Chip Card acceptance you agree to comply with Specifications enabling you to provide to us a Chip Card acceptance.

b. Paper Submissions. You may submit Charges and Credits on paper, which must be done in accordance with our Specifications. For Charges submitted on paper, the ROC must contain the following information: (i) full Card account number and expiration date; (ii) the date the Charge was incurred; (iii) the amount of the Charge that must be the total price for the purchase of goods or services plus applicable taxes and gratuities purchased on the Card; (iv) the Authorisations plus non-card number; (v) a description of the goods or services purchased by the Cardmember; (vi) your Establishment’s name, address and Merchant Number; (vii) a Card Present Charge, the Cardmember’s signature, and (if a Card Not Present Charge, the words “telephone order,” “mail order,” “Internet order,” or “signature on file,” as applicable; (viii) the words “No Refunds” if you have a no refund policy; and (ix) all other information as required from time to time. You must retain the proper date on the paper number and explanation for all ROCs. If you have incorrectly processed a Cardmember, the truncation number must be masked with replacement characters such as “X” “*” or “#”, and not blank spaces or numbers. You must provide a summary of Charges at least once per week, which sets out the total of all Charges for that period along with our copies of all completed ROCs. A Summary of Charges shall not be required where no Charges are incurred in that period. We are not obliged to agree to paper submissions, and may charge you a fee for doing so.

c. Processing Agent. You may retain, at your expense, a Processing Agent which (together with any of your other Vendors) you must ensure cooperates with us to enable your Card acceptance. You, and not American Express, shall be responsible and liable for any problems, errors, omissions, delays or expenses arising from or caused by your Processing Agent, including in relation to the handling of confidential Cardmember information; for any fees that your Processing Agent charges us or that we incur as a result of your Processing Agent’s system for transmitting requests for Authorisations and Charge Data to us; and your Processing Agent’s compliance with the Specifications. You must provide us on request with all relevant information about your Processing Agent, including any documents required by the applicable provisions of your Processing Agreement.

d. Configuring Our Communications. Notwithstanding clause 4.c., if commercially reasonable and not prohibited by any of your other agreements, you will work with us to configure your Card acceptance, settlement, and point of sale equipment or systems to communicate directly with our systems for Authorisations and submissions of Charge Data.

5. PAYMENT METHOD

a. Maintaining an Account. You are required to maintain the Account for the purposes of this Agreement and to provide us with the information we request regarding your Account. You agree to cooperate in immediately any of your charges to your Account including to charge your financial institution. Your Account will be governed by your account agreement with the financial institution.

b. 1 Failure to Maintain an Account. If your Account does not meet our requirements or we are otherwise unable to verify the bank account for the purposes of this Agreement, we may immediately suspend your Card acceptance privileges and we have the right to immediately hold your payments without interest until you provide us with acceptable bank account information and we are able to deposit your payments into such bank account.

c. Access to the Account / Electronic Funds Transfer. You agree that we may access your Account for crediting and debiting purposes and agree to provide us with an authority to direct debit your Account. You are required to debit your Account against any authorisations against your Account, your amounts for which we exercised our rights to Full Recourse, and any amounts for which we obtained pre-Authorisation but that are not properly Authorised by you and resulting from your transaction and under this Agreement and under any Other Agreement.

d. Account Deposits. We credit your Account for payments according to your payment plan so long as we receive your Charge submissions before the local cut-off time for that day at the processing centre we designate for you, or on the next available business day if submissions are received after the cut-off time. We will not be responsible if any such debit, credit or adjustment is not properly applied to your Account.

6. DISPUTED CHARGES

a. Your Right to Respond to Disputes. With respect to a Disputed Charge: (i) we have rights to Full Recourse prior to contacting you; if we determine that we have sufficient information to resolve the Disputed Charge in favour of the Cardmember; or (ii) we may contact you prior to exercising our Full Recourse rights giving you the opportunity to provide a written response to the dispute. This provision does not preclude you from providing the Cardmember with the Full Recourse provisions of the applicable programme.

b. Responding to a Disputed Charge. If a Cardmember notifies us of a Disputed Charge, you have a limited time after we contact you to provide to us a written response containing the information we require, as notified from time to time. We will exercise Full Recourse for the amount of the Disputed Charge if, by the end of the specified period, you have not fully resolved the Disputed Charge or provided us with the information requested. If, notwithstanding your written response, a Cardmember has a right to withhold a payment for any Disputed Charge, we shall have the right to Full Recourse for that Charge. You are required to comply with our request for written response to a Dispute related to fraud for No Signature and Contactless transactions, notwithstanding that you may not be subject to chargeback for such a Disputed Charge; otherwise, we will recover the full amount of the Disputed Charge from you.

c. Resolution of Disputed Charges. If we determine that we have sufficient information to resolve the Disputed Charge in the Cardmember’s favour or the Cardmember is entitled to withhold payment by law, we will Chargeback for that Disputed Charge. If we resolve the Disputed Charge in your favour, we will take no further action or we will reverse our previous Chargeback with respect to the Disputed Charge. The foregoing does not affect procedures under the Full Recourse provisions that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of Chargeback.
SCHEDULE C

SPECIAL TERMS AND CONDITIONS FOR SPECIFIC INDUSTRIES

If you conduct business in any of the following industries, you also must comply with the following provisions (as applicable):

1. ACCOMMODATION / LODGING

   a. Authorisation. When Cardmembers opt to pay for accommodation on the Card, you must obtain Authorisation at the time of check-in for the full estimated amounts of Charges based upon the room rates and the number of days that they expect to stay, plus taxes and other known ancillary amounts (Estimated Accommodation Charges), provided that you must accept Prepaid Cards at check-in for purposes of Authorisation or payment. You must not overestimate this amount. An Authorisation for an Estimated Accommodation Charge is valid for the duration of the lodging stay. If you fail to obtain such Authorisation for the Estimated Accommodation Charge and submit the Charge, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse rights for the full amount of the Charge. Upon check-out: (i) if the final Charge is no greater than the Estimated Accommodation Charge plus 15% of the Estimated Accommodation Charge, no further Authorisation is necessary; or (ii) if the final Charge is greater than the Estimated Accommodation Charge by more than 15%, you must obtain Authorisation for any additional amount of the Charge that is greater than the Estimated Accommodation Charge. If you fail to obtain such Authorisation for the additional amount, or your request for such Authorisation is declined, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse rights for the amount of the Charge in excess of the Estimated Accommodation Charge for which you are not already Authorised. If Cardmembers opt to use Prepaid Cards at the time of check-out when the final Charge is known, you must obtain Authorisation for the full amount of Charges to be placed on the Prepaid Card. Charges incurred periodically and not at the end of the stay shall be processed according to usual card acceptance procedures.

   b. No-Show. You will accept Charges on the Card only if: (i) the Cardmember has guaranteed the reservation with his/her Card; (ii) you have recorded the Card number, its expiry date and the Cardmember’s billing address; and (iii) you have a documented “No-Show” policy, which policy has been advised to the Cardmember at the time he / she makes the reservation. If the Cardmember does not honour his / her reservation, you must submit a completed ROC with the words “No-Show” on the signature panel of the ROC.

2. RESTAURANTS

   For your Establishments conducting business in the restaurant industry, if the final restaurant Charge is no greater than the amount for which you obtained Authorisation plus 20% of that amount, no further Authorisation is necessary. If the final restaurant Charge is greater than the amount for which you obtained Authorisation by more than 20%, you must obtain Authorisation for any additional amount of the Charge that is greater than that amount.

3. VEHICLE RENTAL

   a. Authorisation. When Cardmembers opt to pay for vehicle rentals on the Card, you must obtain Authorisation for the full estimated amounts of Charges by multiplying the rate by the rental period, plus any applicable sales or use tax (Estimated Rental Charge). You must not overestimate this amount nor include an amount for any possible damage to or theft of the vehicle. An Authorisation for an Estimated Rental Charge is valid for the duration of the motor vehicle rental agreement. If you fail to obtain such Authorisation for the Estimated Rental Charge and submit the Charge, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse rights for the full amount of the Charge. Upon return of the vehicle: (i) if the final Charge is no greater than the Estimated Rental Charge plus 15% of the Estimated Rental Charge, no further Authorisation is necessary; or (ii) if the final Charge is greater than the Estimated Rental Charge by more than 15% you must obtain Authorisation for any additional amount of the Charge that is greater than the Estimated Rental Charge. If you fail to obtain such Authorisation for the additional amount, or your request for such Authorisation is declined, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse rights for the amount of the Charge in excess of the Estimated Rental Charge for which you were not already Authorised. If Cardmembers opt to use Prepaid Cards at the time of check-out when the final Charge is known, you must obtain Authorisation for the full amount of Charges to be placed on the Prepaid Card. Charges incurred periodically and not at the end of the stay shall be processed according to usual card acceptance procedures.

   b. Non-Compliance. We may monitor your compliance with the preceding special Authorisation procedures. If we notify you that an Establishment is not complying with these procedures, you must correct the non-compliance. If, after 30 days from the date of such notice, you continue not to comply with these procedures, then we will have Full Recourse rights for the full amount of any Charges made at that Establishment during such continued non-compliance. For purposes of this provision, “non-compliance” occurs when more than 5% of either your total or any one Establishment’s Authorisations do not comply with the preceding procedures.

4. TRAVEL SERVICES

   If you are in the business of supplying land, sea or air transportation, accommodation, sightseeing tours or other arrangements, or other travel services and you use agents to sell your services, your agents may accept the Card as payment for your services and you may submit the resulting Charges to us for payment if each agent were one of your Establishments. You will cause your agents to comply with this Agreement, and you will be responsible for their compliance. Because we will pay you and not your agents for any Charges submitted to us in this manner, you will be responsible for paying your agents and otherwise settling with them for those Charges.

5. PARKING

   Once the number of parking days is agreed upon for the Cardmember to leave a motor vehicle with you, or you provide a parking pass valid for a pre-determined number of days, you must submit the Charge immediately. Where the number of parking days is not known when the Cardmember leaves the motor vehicle with you, you must not submit the Charge until the last day of parking.

6. PAYMENT SERVICES PROVIDERS

   If you provide payment services on behalf of sponsored merchants (e.g., by submitting Charges for Internet Orders that occur at sponsored merchants) but are the merchant of record for payment or customer service issues, you are for the purposes of this Agreement a Payment Services Provider and you must: (a) notify us that you are a Payment Services Provider, (b) complete our Aggregator Card Acceptance Agreement, (c) comply with any additional requirements, policies, or procedures of which we notify you from time to time.
7. HIGH RISK MERCHANTS

There are certain industry categories which American Express considers to be high fraud risk in relation to which we have rights of Full Recourse for any Charge that we are unable to collect due to fraud, including but not limited to the following industries: Auction Sales, Bail Bondsman, Cardmember Activated Terminals (Road Tolls, Car Parking Stations and Garages, Petrol Pumps, Cinema Kiosks, Railway Self-Service Ticketing), Detective Agencies, Financial Services Equities, Unit Trusts, Mutual Funds, Internet Auctions, Internet Electronic Delivery Merchants (including E-tickets that are redeemable in person) and Internet Electronic Services, Night Clubs, Personal Services, Premium Rate Telephone Services, Taxation, Brokerage Fees and Financial Advisor Fees, Taxis, Telecommunications (Calling Cards, Long Distance Phones, Airplane telephones, Cellular Products / Services), and Timeshares. We reserve the right to add additional business categories to this list from time to time.