



AMERICAN EXPRESS TERMS OF USE FOR SAMSUNG PAY

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Thank you for using your American Express® Card with the Samsung Pay application (“**Samsung Pay**”) offered by Samsung. The following terms and conditions (these “**Terms of Use**”) govern your use of Eligible Cards (as defined in Section 2 below) with Samsung Pay on Samsung Pay-compatible devices made available from time to time (“**Devices**”).

These Terms of Use are a legal agreement between you and American Express Banking Corp. (“**we**”, “**us**” or “**Amex**” or “**American Express**”). They apply to you and anyone else you authorize to use your Eligible Cards with Samsung Pay. Please review these terms of use carefully before adding or using any Eligible Card with Samsung pay because, by doing so, you agree to be bound by these terms of use and that you have understood the technology, its use and associated risks. If you do not want to agree to these terms of use, you must not add or use an Eligible Card with Samsung pay.

You are solely responsible for maintaining the physical security of your Device and the confidentiality of your Device lock, Samsung Pay PIN, finger prints, Samsung account credentials, and other means to access Samsung Pay, your Eligible Card credentials, or any other personal and payment information on or for your Device. If you share your Device and/or means of access to your Device with any person, that person may be able to use your Eligible Cards and get access to your personal and payment information available in Samsung Pay. You should keep your Device and these credentials secure in the same manner as you would keep secure your cash, cheques, credit cards, and other personal identification numbers and passwords. Note that if you choose not to use the Device lock feature, Samsung will require that Samsung Pay be unlocked by fingerprint verification and/or Samsung Pay PIN. We recommend that you enable the Device lock feature for additional security.

Also note that Samsung Pay can be activated via a swipe-up from the home screen, a locked screen or an inactive screen of your Device (except for Samsung Gear Devices). Once activated, your last viewed Samsung Pay card will appear on the screen and can be switched to other cards in Samsung Pay by swiping. Similarly, you may receive push notifications from Samsung Pay from time to



time reflecting your Card activity. These push notifications may be displayed on a locked or inactive Device screen and within the notification tray at the top of the home screen. As a result, it is possible that another person could access certain of your Samsung Pay card information on a locked Device. Authentication (fingerprint or Samsung Pay PIN) will still be required before a payment can be made. Call us immediately at the number on the back of your Eligible Card if you believe that your Device or other credentials have been or may be lost, stolen or compromised in any way.

These Terms of Use are solely between Amex and you. Samsung, your wireless carrier, /mobile service provider/internet service provider, and other third party services, applications or websites incorporated in Samsung Pay may have their own terms and conditions and privacy policies (“Third Party Agreements”) and you will become subject to these agreements when you give third parties your personal information, use their services or visit their applications or websites.

In addition to these Terms of Use, you will continue to be subject to the Card Member Agreements for your Eligible Cards. You may call the number on the back of your Eligible Card to request an additional copy of your Card Member Agreement or go to www.americanexpress.com/in/content/mitc.html

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1. USE OF YOUR ELIGIBLE CARDS

Samsung Pay enables you to create on your Device virtual representations of your Eligible Cards, which will permit you to use your Device, in lieu of presenting your physical Eligible Cards, to make payments: (i) using magnetic stripe readers of merchants' point-of-sale terminals or readers (except for the Gear S2); and (ii) at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using Eligible Cards. Also note that if you have multiple mobile wallets in your Device and you wish to use Samsung Pay, you may need to select Samsung Pay as your default mobile wallet within Device settings.

When you select an Eligible Card to use with Samsung Pay, to facilitate your participation in Samsung Pay, certain account information related to the Eligible Card will be transmitted to and stored within your Device or on Samsung's platform. When account information for an Eligible Card is stored on your Device, it is represented by a virtual representation of your Card in Samsung Pay. By adding your Eligible Card to Samsung Pay, authenticating and (i) placing your Device near (1) a magnetic stripe reader of a merchant's point-of-sale terminal or reader (except for the Gear S2); or (2) a merchant's contactless-enabled point-of-sale terminal or reader, -or (ii) you are authorizing payment for the merchant's products or services with that Eligible Card with Samsung Pay. You may be able to use your Eligible Card with Samsung Pay even if you do not have wireless service. To complete transactions using Samsung Pay, merchants may require you to authenticate your identity by presenting for inspection at the point-of-sale (1) a physical companion card (2) a government-issued form of identification and/or (3) the virtual representation of your signature that you can store on your device with Samsung Pay ("Virtual Signature").

You must also associate the Eligible Card being used in your Samsung Pay account with the same billing address you provided to American Express for that Eligible Card. For each Eligible Card added to Samsung Pay, you may view on your mobile phone Device the aggregate last ten (10) transactions made with that Eligible Card with Samsung Pay and the total transactions (Samsung Pay and otherwise) on the Eligible Card in the prior sixty (60) day period ("Transaction History").

You should know that Samsung does not provide you with the option or ability to turn off Transaction History. Please see Section 5 below for information regarding how to opt out of the sharing of your Transaction History. For additional Eligible Card account information, please log into your account on the Amex® Mobile app, www.americanexpress.co.in or call the number on the back of your Eligible Card.



Please note that in some instances, purchases made with an eligible American Express Card with Samsung Pay may not receive all of the benefits, loyalty points, rewards or offers of the Card if the purchase is not processed directly by the merchant. For example, you may not receive all of the benefits, loyalty points, rewards or offers if the merchant uses a third party to facilitate in-store or in-app payments on its behalf.

2. **ELIGIBILITY**

You must have the power, authority and capacity to accept these Terms of Use before you can add or use an Eligible Card with Samsung Pay. If you are a minor under the laws of the jurisdiction in which you enter into these Terms of Use (, you must have obtained the express consent of the Basic Card Member to add your Eligible Card to Samsung Pay and, by adding or using your Eligible Card with Samsung Pay, you acknowledge and agree that you have received that consent. You may add or use with Samsung Pay any American Express credit or charge Card that is not cancelled and that is issued to you by American Express Banking Corp, as well as any of the following American Express Corporate Cards issued by American Express Banking Corp. to you as an employee of a commercial card customer working in India : The American Express Platinum Corporate Card; The American Express® Corporate Gold Card; The Jet Airways American Express® Corporate Card; and The American Express® Corporate Green Card.

Samsung or Amex may also require that you verify your identity or your Eligible Card before being able to add or use an Eligible Card with Samsung Pay. We may permit Eligible Cards of up to two (2) Card Members to be added to one Device. You may have up to two (2) Samsung Accounts associated with one Eligible Card. We may also permit you to add as many as ten (10) cards on a device at a time; provided, you agree to these Terms of Use each time you add an Eligible Card to a Device.

Purchases you make with any of your Eligible Cards with Samsung Pay are governed by the Card Member Agreement for such Eligible Card. If a problem arises with the product or service you purchased, you should first try to resolve it directly with the merchant; however, you may also have rights under your Card Member Agreement or under applicable law. If you have any issues or questions related to how you may add or delete an Eligible Card to/from Samsung Pay or about



the use of your Eligible Card with Samsung Pay, please call the number on the back of your Eligible Card.

For American Express Corporate Cards, Samsung Pay should be used in accordance with your company policy.

The use with Samsung Pay of any American Express-branded card issued by issuers other than American Express or its subsidiary banks or account number issued by issuers other than American Express or its subsidiary banks is not governed by these Terms of Use, but by a separate agreement with those financial institutions, if and as applicable.

Please refer to the general information and help documentation made available by Samsung to learn about any additional limitations or restrictions imposed on Samsung Pay and for minimum software and hardware requirements.

3. THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use are solely between American Express and you. Samsung, your wireless carrier, mobile service provider/internet service provider, and other third party services, applications or websites incorporated in Samsung Pay have their own Third Party Agreements and you will become subject to these agreements when you give third parties your personal information, use their services, visit their applications or websites, or as otherwise governed by the applicable circumstances. American Express is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from Samsung or any third party.

It is your responsibility to read and understand the Third Party Agreements before adding or using an Eligible Card with Samsung Pay.

We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any technology-related questions you may have in connection with Samsung Pay or your Device). If you have any issues or questions with a third party product or service, including issues pertaining to the operation of your Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any issues or questions related to Samsung Pay but



not related to your Eligible Cards, including questions pertaining to Devices that support Samsung Pay or the Magnetic Secure Transmission (MST) technology, please refer to the general information and documentation made available by Samsung.

4. CHARGES

We do not currently charge a fee for your use of Eligible Cards with Samsung Pay. However, you understand that Third Party Agreements may contemplate fees, limitations and restrictions which might affect use of your Eligible Cards (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and to comply with such limitations and restrictions.

5. PRIVACY AND SECURITY

Privacy

What American Express Collects

When adding your Eligible Card to Samsung Pay, we collect certain information from Samsung to verify your identity, to enable you to use your Card and facilitate your participation with Samsung Pay. You authorize American Express to collect, use and share your information in accordance with the applicable American Express Consumer Privacy Policy and India Online Privacy Statement, as the same may be amended from time to time, and which are available respectively at http://www.americanexpress.com/india/pdfs/privacy_statement.pdf and <https://www.americanexpress.com/in/content/privacy-statement.html>

To facilitate your participation, also note that we will make certain account information relating to each Eligible Card you have selected to use with Samsung Pay available for display, including your most recent transaction data, but not your full Eligible Card account number. You should know that merchants also provide certain transaction data relating to in-app purchases to Samsung. If you do not want (i) Amex to share your transaction data with Samsung; (ii) merchants to share your transaction data with Samsung; (iii) Samsung to have access to your transaction data for



purchases made; and/or (iv) your Transaction History displayed in Samsung Pay, you must delete your Card from Samsung Pay.

You agree that we may also periodically collect and use technical data and related information, including, but not limited to, technical information about your Device to facilitate updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

Push Notifications

You may receive push notifications from Samsung Pay reflecting your Card account activity. Such notifications require an active wireless/mobile connection. They may be displayed on a locked or inactive Device screen and within the notification tray at the top of the home screen, which may be viewed even when the Device is locked. The Card account activity displayed through these push notifications will not include your name or account information. If you do not wish to receive notifications, you may turn off these notifications within the Device Notifications or Samsung Pay app settings. You would also be able to manage the content of these notifications within Device Settings.

What Others Collect

American Express is not responsible for Samsung Pay or any other services offered by your wireless carrier/mobile service provider/internet service provider or any third party. Accordingly, any information you provide to Samsung in connection with Samsung Pay, or that is collected or accessed by Samsung in the course of your use of Samsung Pay, with your Eligible Card or otherwise, is subject to Third Party Agreements, and is not governed by the applicable American Express Consumer Privacy Notice, India Online Privacy Statement or these Terms of Use.

Devices with same Samsung Account

If you add an Eligible Card to one of your Devices and have other Devices sharing the same Samsung account (“Other Devices”), Samsung may collect and use information related to your Eligible Card, permit that Card to be added to Other Devices and display on those Other Devices the last 4 digits of the Eligible Card number and potentially other information. Samsung does not



collect any financial information/card information or transaction information. Only the Samsung Account and the Device ID are linked and used as Data points.

Your Eligible Card will not be added to any of your Other Devices unless you verify that Eligible Card with us on that Device.

In addition, if you delete an Eligible Card from Samsung Pay on any of your Devices, Samsung will continue to permit that Card to be used on Other Devices on which you may have provisioned the same Card. If you do not wish for an Eligible Card to be used on Other Devices, you should manually delete such Eligible Card from such Other Devices as well.

Lost, Stolen or Unauthorized Use of your Device

Call us immediately at the number on the back of your Eligible Card if you believe that your Device, your Device lock, Samsung Pay PIN, Samsung account credentials or other means to access Samsung Pay or your Eligible Card credentials have been or may be lost, stolen or compromised in any way. Also change your credentials immediately to avoid any unauthorized use of an Eligible Card or of your personal information. If you get a new Device, please be sure to delete all your card and other personal information from your prior Device.

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

Samsung Pay and your Device may use certain security features and procedures to protect against unauthorized use of any of your Eligible Cards. These features and procedures are the sole responsibility of Samsung. You agree to use these security features and procedures to safeguard all your Eligible Cards and not to disable any of these security features.

Protecting your Device, Device Lock, Samsung Pay PIN, Samsung Account Credentials and Other Information

You are solely responsible for maintaining the physical security of your Device and the confidentiality of your Device lock, Samsung Pay PIN, finger print Samsung Pay account credentials, and other means to access Samsung Pay, your Eligible Card credentials, your Virtual Signature or any other personal and payment information on your Device. If you share your Device



and/or means of access to your Device with any person, that person may be able to use your Eligible Cards and get access to your personal and payment information available in Samsung Pay. You should keep your Device and these credentials secure in the same manner as you would keep your cash, cheques, credit cards, and other personal identification numbers and passwords secure. Note that if you choose not to use the Device lock feature, the transaction is initiated through a fingerprint verification or the Samsung Pay PIN. Opening the application of Samsung Pay (either through the app menu or swipe up feature) does not need any verification (fingerprint or PIN).

Also note that Samsung Pay can be activated via a swipe-up from the home screen, a locked screen or an inactive screen of your Device (except for Samsung Gear Devices). Once activated, your last viewed Samsung Pay card will appear on the screen and can be switched to other cards in Samsung Pay by swiping. As a result, it is possible that another person could access certain of your Samsung Pay card information on a locked Device. Authentication (fingerprint or Samsung Pay PIN) will be required to initiate the payment/transaction. Additionally for MST transactions, the user will still need to enter his/her American Express Card PIN on the terminal to authorize the transaction. Subject to the Card Member Agreement governing the use of any Eligible Card you add to Samsung Pay, you are responsible for all transactions made using such Eligible Card. While we may permit Eligible Cards of up to three (3) Card Members to be added to one Device, we caution you against sharing your credentials with any other person. If you share these credentials with any other person, they may be able to use your Eligible Cards and get access to your personal and payment information available in Samsung Pay.

Call us immediately at the number on the back of your Eligible Card if you believe that your Device, your Device lock, Samsung Pay PIN, Samsung account credentials or other means to access Samsung Pay or your Eligible Card credentials have been or may be lost, stolen or compromised in any way.

6. SUSPENSION; CANCELLATION

We reserve the right to discontinue supporting the use of any Eligible Card with Samsung Pay at any time without assigning any reasons thereof. Except as otherwise required by applicable law, we may block, restrict, suspend, disqualify or terminate your use of your Eligible Card with Samsung Pay at any time without notice and for any reason, including if you violate these Terms



of Use or any of your Card Member Agreements, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Eligible Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Eligible Card with Samsung Pay.

We also caution you that any attempt by an individual or entity to deliberately interfere, interrupt, modify, audit, assess, re-engineer, or damage any aspect of an Eligible Card or Samsung pay or undermine the legitimate operation of an Eligible Card or Samsung Pay is a violation of criminal and civil laws and American Express reserves the right to seek damages and costs (including, without limitation, attorneys' fees) from any individual or entity responsible for such attempt to the fullest extent permitted by applicable law.

You may remove one or more of your Eligible Cards from Samsung Pay at any time by: (i) tapping "Delete" within the Samsung Pay app; (ii) tapping or clicking "Wipe Samsung Pay" in Samsung's "Find My Mobile" portal; or (iii) calling the number on the back of your Eligible Card. You may suspend (and resume) your Eligible Cards with Samsung Pay at any time by: (i) tapping or clicking "Lock Samsung Pay" in Samsung's "Find My Mobile" portal; or (ii) calling the number on the back of your Eligible Card. Please note that an action in Samsung's "Find My Mobile" portal will affect the Samsung Pay app as a whole and not just the applicable Eligible Card.

7. DISCLAIMER OF WARRANTIES

You expressly acknowledge and agree that the use of any Eligible Card with Samsung Pay is at your sole risk. To the fullest extent permitted by applicable law, any Eligible Card made available to you with Samsung pay is provided to you "as is" and "as available", with all defects that may exist from time to time and without warranty of any kind, and American Express, on behalf of itself and its suppliers, hereby disclaims all warranties and conditions with respect to any such card or use, either express, implied or statutory, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. We, on behalf of ourselves and our suppliers, also do not warrant against interference with your enjoyment of any Eligible Card, or that the functions contained in, or services performed or provided by, an Eligible Card will meet your requirements, that the operation or availability of an Eligible Card with Samsung pay will be uninterrupted or error-free, or that defects will be corrected. No oral or written information or



advice given by American Express, any of its authorized representatives or any third party will create any warranty.

Access, use and maintenance of an Eligible Card with Samsung pay depend on Samsung and the networks of wireless carriers/ mobile service providers/internet service providers and other third party services, applications or websites. American Express does not operate Samsung Pay or such networks and has no control over their operations. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of any Eligible Card with Samsung pay, such as unavailability of Samsung pay or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. American Express disclaims any responsibility for Samsung pay or any wireless service used to access, use or maintain an Eligible Card with Samsung pay.

Use of an Eligible Card with Samsung pay involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your device's browser is generally pre-configured by your wireless carrier. Check with Samsung and your wireless carrier/ mobile service providers/internet service providers for information about their privacy and security practices. For personal or confidential information sent to or from American Express over the internet from your device, we reserve the right to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select.

We make no guarantees about the information shown in Samsung pay. We also are not responsible for your device or the software or hardware it contains and make no representations, warranties, or guarantees regarding the same.

This Section 7 will survive any termination of these Terms of Use.

8. LIMITATION OF LIABILITY

Except as otherwise provided by applicable law, in no event will American Express, its direct or indirect subsidiaries, affiliates, agents, employees or representatives be liable for death, personal injury, property damage, or any incidental, special, indirect, punitive, exemplary or consequential



damages whatsoever, including, without limitation, damages for loss of profits, loss of or damage to data, business interruption or any other commercial or financial damages, lost revenues, or other losses of any kind, arising out of these terms of use or in any way related to your use or inability to use Samsung pay or any Eligible Card with Samsung pay, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Nothing in these terms of use will operate so as to exclude or limit our or our suppliers' liability which cannot be excluded or limited by applicable law.

This Section 8 will survive any termination of these Terms of Use.

9. LICENSE

A virtual representation of your Eligible Cards is licensed, not sold, to you for use only under the terms and conditions of these Terms of Use. American Express reserves all rights not expressly granted to you.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with your Eligible Card to make payments with your device solely in accordance with these Terms of Use. The license is limited to use on any device that you own or control and as permitted by any applicable third party agreements. Such license does not allow you to use Eligible Cards on any device that you do not own or control (or for which you do not have authorization to install or run Samsung pay or add an Eligible Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Eligible Card available over a network where it could be used by multiple devices at the same time.

Certain software that American Express uses to allow you to use your Eligible Card with Samsung Pay may have been licensed from third parties (each a "**Third Party Lessor**") that are not affiliated with American Express. This limited right to use such software is revocable at the discretion of American Express. American Express and its Third Party Licensors retain all right, title and interest in and to the software used by American Express to provide the ability for you to



use your Eligible Card credentials in Samsung Pay and any modifications and updates thereto. You agree that you will not use any third-party materials associated with Eligible Cards or Samsung Pay in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third party intellectual property rights, including with respect to the merchants' logos, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute or sublicense any right to use your Eligible Card credentials in Samsung Pay. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Eligible Card or Samsung Pay, any updates, or any part thereof (except as, and only to the extent, any foregoing restriction is prohibited by applicable law or to the extent may be permitted by the licensing terms governing the use of any open source components included within the ability to use an Eligible Card with Samsung Pay). Any attempt to breach the foregoing restrictions is a violation of the rights of American Express and its Third Party Licensors. If you breach such restrictions, you may be subject to a civil lawsuit, prosecution and damages. The terms of the license will govern any upgrades provided by American Express that replace or supplement the services currently provided hereunder, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that the virtual representation of your Eligible Card in Samsung Pay or its credentials may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we may expand, reduce or suspend the type and/or rupee amounts of transactions allowed using an Eligible Card with Samsung Pay or change the enrollment process.

The license granted hereunder is effective until terminated by you or American Express in accordance with Section 6 above. Upon termination of the license, you must cease all use of your Eligible Cards with Samsung Pay and delete such Eligible Cards from Samsung Pay.

10. GOVERNING LAW; CLAIMS RESOLUTION; ARBITRATION

These Terms of Use and your use of any Eligible Card with Samsung Pay are governed by the laws of India. The legality, enforceability, and interpretation of these Terms of Use and the



amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by Indian laws. These Terms of Use are entered into between you and us at New Delhi India. Any dispute, difference and/or claims arising out of in connection with or in relation to this Agreement Terms of Use, 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. 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 India and the language of arbitration proceedings shall be English.

11. MISCELLANEOUS

Your access to and use of Eligible Cards with Samsung Pay is subject to all applicable, central, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use will continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part thereof, to any other party. Any attempt by you to do so is void. These Terms of Use will inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use, except that American Express



affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. The terms of this Section 11 will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should so survive.

12. CHANGES TO THESE TERMS OF USE

We reserve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Eligible Card with Samsung Pay. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Last Modified:" at the beginning of these Terms of Use. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and to delete all Eligible Cards provisioned with Samsung Pay. Additionally, please refer to Samsung's website for additional information about the product and related terms: <http://www.samsung.com/in/samsung-pay/>.

13. COMMUNICATION

As a condition to activating and using your Eligible Cards with Samsung Pay, you consent to receive certain messages (i.e., SMS, MMS) from us on your Device or at the mobile number you provided when you enrolled your Eligible Card with Samsung Pay. You also agree to receive notices and other communications from us by e-mail to the e-mail address on file for the relevant Eligible Card account, posting within your online account, or through the messaging capabilities of Samsung Pay, although e-mail will be our primary method of communication with you.

To update the contact information we have on file for you, please go to the Amex® Mobile app, www.americanexpress.co.in or call the number on the back of your Eligible Card.



14. INDEMNIFICATION

You will indemnify and hold American Express, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (i) your use of any Eligible Card with Samsung Pay; or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, your Additional Card Members or other users of Samsung Pay using your Eligible Card credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have the right to employ counsel of our choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

As provided in the Card Member Agreements, the Basic Card Member is responsible for all uses of an Eligible Card account by Additional Card Members. The Basic Card Member is also responsible for all uses of an Eligible Card by third parties to receive access to such Eligible Card from the Basic Card Member, including if these third parties misuse any Eligible Card credentials in Samsung Pay.