



American Express SafeKey®Service Terms and Conditions

Welcome and thank you for choosing to use the American Express SafeKey authentication service ("American Express SafeKey").

Please read these Terms and Conditions ("Agreement") carefully before using American Express SafeKey. In this Agreement, "we," "us," and "our" refer to American Express Banking Corp. and the suppliers of card processing and web-hosting services; "you," "your," or "yours" refer to the users of American Express SafeKey; "Merchant" means any person or company who owns or manages or operates the merchant establishment through a physical establishment and/or a website and "SMS" refers to short message service which allows you to receive text messages sent through a mobile service network.

This Agreement supplements and is incorporated into the Cardmember agreement(s) with you ("Cardmember Agreement"). In addition to this Agreement, American Express SafeKey is also subject to the Cardmember Agreement governing the card transactions and American Express ezeClick Agreement governing the use of ezeClick ID for which American Express SafeKey is used.

1. ACCEPTANCE OF TERMS

a. American Express SafeKey is provided to you, subject to the following terms and conditions ("T&C"), the Cardmember Agreement governing the card transactions and American Express ezeClick Agreement governing the use of ezeClick ID for which American Express SafeKey is used. The T&C may be updated by us from time to time without notice to you. Use of American Express SafeKey constitutes your acceptance of the T&C. You shall be subject to any guidelines or rules applicable to American Express SafeKey that may be issued from time to time at this location.

b. You agree that creation of an American Express SafeKey account password, and/or use of American Express SafeKey, will represent your acceptance of the T&C and that continued use of American Express SafeKey after revisions to the T&C shall constitute your agreement to such revised terms and any applicable guidelines or rules.

c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change American Express SafeKey shall be subject to the T&C.

d. We reserve the right at any time to modify or discontinue, temporarily or permanently, American Express SafeKey (or any part thereof) with or without notice or to charge a fee for American Express SafeKey by giving one month's prior notice to the Cardmember.

2. DESCRIPTION OF AMERICAN EXPRESS SAFEKEY

American Express SafeKey provides you with a way of increasing security in online transactions for which American Express SafeKey is used by reducing the chances of fraud for those

transactions. Enrolling for American Express SafeKey involves providing personal information to us, which is used to confirm your identity in connection with future online transactions for which American Express SafeKey is used, as discussed in more detail in Section 5 below. American Express SafeKey may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes.

3. YOUR ENROLMENT OBLIGATIONS

You agree to:

- a. Provide true, accurate, current and complete information about yourself as prompted by American Express SafeKey enrolment Information ("Enrolment Data");
- b. Maintain and promptly update your Enrolment Data to keep it true, accurate, current and complete. If you provide any Enrolment Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Enrolment Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of American Express SafeKey or your Card account.

4. ENROLMENT

- a. In order to use American Express SafeKey, you must provide certain information that allows us to validate your identity and verify that you are the owner of, or an authorised user of, the specified Card(s). The information that you provide may be validated against information we already have on file that is associated with you or your Card(s)
- b. If you are unable to provide adequate information for us to validate your identity, we reserve the right to refuse your enrolment for American Express SafeKey. You warrant that the information is correct and that you have the legal right to use all of the Cards that you enrol for American Express SafeKey.
- c. If you do not successfully enrol for American Express SafeKey, the Merchant may not accept your American Express Card in payment for an e-commerce or other transaction subject to American Express SafeKey.
- d. In order to use American Express SafeKey, you must have the ability to access the World Wide Web or receive an SMS and you agree to pay any service fees associated with such access or receipt. In addition, you must have the equipment necessary to make such a connection to the World Wide Web or to receive an SMS, including a computer and modem or other access device.
- e. When engaging in an online transaction for which American Express SafeKey is applicable, you may be required to enter an American Express SafeKey password sent to you via SMS or via email depending on your selection before the Merchant accepts your Card to pay for the transactions. If you cannot provide the one time password ("OTP") or the authentication through American Express SafeKey fails, the Merchant may not accept your Card to pay for the transaction(s) concerned. We will not be liable for any Merchant's refusal to accept your Card for the said payment for any reason whatsoever

- f. When engaging in an online transaction for which American Express SafeKey is applicable, you have an option to do away with one time passwords for online transactions upto Rs.2000 made via American Express ezeClick upon sharing your consent. In case you avail this facility by sharing your consent, the below T&Cs will be applicable.
- i. You can provide your consent either by checking the consent box that appears as an overlay during the SafeKey Transaction and/or by using the “Manage Preferences” link available on the SafeKey Journey. The consent will be saved only after successful completion of the current SafeKey transaction by entering the one time password sent to you via SMS or via email depending on your selection.
 - ii. Once you have shared the consent and it has been updated, you can complete online transactions upto Rs.2000 using your American Express ezeClick ID without a One Time password. However on some occasions, for added security of your account, we may require you to enter a one-time password.
 - iii. In case you wish to withdraw such consent, you can do so by clicking on the “Manage Preferences” link available on the SafeKey Journey. The consent preference will be changed only after successful completion of the current SafeKey transaction. Once you consent preference has changed, you will start receiving OTPs for your subsequent transactions.
 - iv. By providing your consent, you agree to have understood the use and associated risks with using such a feature. To learn more about the product, please refer the SafeKey FAQs available at <https://www.americanexpress.com/in/content/safekey.html>
 - v. All your transactions will be protected under the Fraud Protection Guarantee offered by American Express. We will guarantee protection against fraudulent transactions on your Card, provided you have taken the responsibility to notify us immediately, and you have complied with your Card Terms & Conditions.
 - vi. Payments effected via the above feature upto Rs.2000 may not require a second factor authentication and may be restricted in accordance with our internal policies / extant guidelines. We may revise this limit in accordance with our internal policies / extant guidelines as amended from time to time. Transactions above such a threshold will require a second factor authentication.
- g. In the event you have a question regarding the American Express SafeKey enrolment process or a transaction using American Express SafeKey, you should direct that question to our customer service department.

5. AUTHENTICATION

- a. During enrolment in American Express SafeKey, you may be asked to select or may be provide a password. When engaging in an online transaction for which American Express SafeKey is used, you may be asked for your American Express SafeKey One time password before the vendor accepts your American Express Card in payment for the transaction. If you are unable to provide

your American Express SafeKey One time password, or if the authentication through American Express SafeKey otherwise fails, the Merchant may not accept your American Express Card in payment for that transaction.

b. By registering for American Express SafeKey, you consent to our use of American Express SafeKey to evidence your identity, including but not limited to, for purposes of authorisation of transactions authorised in advance to recur at substantially regular intervals.

6. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your ezeClick ID, One time password, Enrolment Data and other verification information established by you with American Express SafeKey and all activities that occur using your ezeClick ID, password, Enrolment Data or other verification information supplied to or established by you with American Express SafeKey. You agree not to transfer or sell your use of, or access to, American Express SafeKey to any third party.

You agree to immediately notify us of any unauthorised use of your password or other verification information, or any other breach of security. We will guarantee protection against fraudulent transactions on your Card, provided you have taken the responsibility to notify us immediately, and you have complied with your Card Terms & Conditions.

7. ENROLMENT DATA

a. You acknowledge and agree that we may keep your Enrolment Data and also may disclose your Enrolment Data if required to do so by Applicable Law, as defined in Section 8(i), in the good faith belief that such reservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce the T&C or (iii) update and provide you with transaction alerts or alerts of any products and services we think may be of interest to you.

b. You agree that we may disclose your Enrolment Data or information relating to your account confidentially to (i) other companies in the American Express group or its licensees worldwide including any party whose name or logo appears on the Card issued to you; (ii) third parties employed by American Express to provide it with administrative services in connection with the operation of customer accounts and marketing of account services and/or collection services; (iii) our suppliers and to organisations who accept the Card in payment of goods and/or services purchased by you, in order to administer and service your account, process and collect charges on it and manage the benefits or insurance programs in which you are enrolled (where applicable); (iv) bank or financial institution, government agency, statutory board or authority in India or elsewhere and (v) any other person to whom we consider it in our interest to make such disclosure.

8. YOUR CONDUCT

You agree not to:

- a. Impersonate any person or entity using American Express SafeKey;
- b. Upload, post, email or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by American Express SafeKey;
- c. Spam or flood the American Express SafeKey Website or service;
- d. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the American Express SafeKey Website or service, or the software used in connection with American Express SafeKey;
- e. Remove any copyright, trademark, or other proprietary rights notices contained in American Express SafeKey;
- f. "frame" or "mirror" any part of the American Express SafeKey Website or service without American Express' prior written authorisation;
- g. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the American Express SafeKey Website or service, or its contents;
- h. Otherwise interfere with or disrupt American Express SafeKey, or servers and networks connected to American Express SafeKey, or violate the T&C or any requirements, procedures, policies or regulations of American Express SafeKey or of any networks connected to American Express SafeKey; or
- i. Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by American Express Â (all of which shall constitute "Applicable Law") in connection with your use of American Express SafeKey.

9. LIABILITY

- a. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of American Express SafeKey.
- b. We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect your computer equipment or other property on account of your access to, use of, or downloading from this website.
- c. We will not be liable for any or all losses, damage, expenses, fees costs, (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from (i) the non-delivery, the delayed delivery, or the misdirected delivery of an American Express SafeKey One time password; (ii) the non-receipt of a one-time password; (iii) inaccurate or incomplete

content in a one-time password; (iv) reliance on or use of the information provided in an American Express SafeKey one time password for any purpose; or (v) any third party, whether authorised or not, obtaining Cardmember account information contained in the alert by accessing the Cardmember mobile phone.

10. TERMINATION

We may temporarily or permanently suspend your ability to use American Express SafeKey and terminate your relationship with us at any time, with or without fault on your part. If we suspend your ability to use American Express SafeKey, we may give you notice at the most current address you have provided to us as reflected in our records.

11. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other Merchants on or through American Express SafeKey, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Merchants. You agree that, except as otherwise provided by Applicable Law or in the Cardholder Agreement, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of American Express SafeKey does not, in any way, indicate that we recommend or endorse any Merchant, regardless of whether the Merchant participates in American Express SafeKey. For example, American Express SafeKey does not verify the identity of the Merchant or the quality of the Merchant goods or services.

12. DISCLAIMER OF WARRANTIES

a. You expressly understand and agree that any software obtained through the use of American Express SafeKey is downloaded and used at your own discretion and risk, and that except as otherwise provided in this Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through American Express SafeKey.

b. Except as otherwise required by any applicable law, we make no representations or warranties about American Express SafeKey of any kind, express or implied, including any warranties as to merchant ability or fitness for a particular purpose

13. NOTICE

Notices to you regarding the American Express SafeKey Terms and Conditions may be made either via email or regular mail to the address that you have provided to us in connection with any of your accounts with us, or your Credit Card(s) or Charge Card(s) issued or otherwise provided by us. You may also be notified of changes to the T&C or other matters by notices displayed on this location.

14. AGE AND RESPONSIBILITY

You represent and warrant that you are of sufficient legal age to use American Express SafeKey and to create binding legal obligations for any liability you may incur as a result of the use of American Express SafeKey. Except as otherwise provided by Applicable Law or in the Cardholder Agreement, you understand that you are financially responsible for all uses of American Express SafeKey by you and those authorised by you to use your Enrolment Data, your password or other verification information.

If you discover that your Card details or the American Express SafeKey may have been used in an unauthorised way, you must notify us immediately by calling our Customer Services Toll free numbers provided at the back of your card. In certain circumstances, we may also require you to make a police report accompanied by any other information we may require.

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