



American Express @ Work[®] Terms & Conditions

This Section applies where Company has requested for use of @ Work Services:

(a) Authorised Users

For the purposes of this section, "American Express" also refers to American Express Travel Related Services Company, Inc. Use of the @ Work Services is restricted to those authorised users designated by Company during the implementation of their @ Work Services including the Authorised Signatory, Authorising Officer and any Program Administrator(s) or Contact Person(s) ("Authorised Users"). Company understands that the designation of, and restricting access to, Authorised Users is part of the security of their overall @ Work Services data and agrees that Company shall not substitute or replace any Authorised User, or add any additional Authorised User(s), except upon notice to and with the assistance of the applicable Corporate Servicing Team whose responsibility it is to provide for these services. Company shall ensure that all Authorised Users comply with the terms and conditions in this section.

In addition to any other limitation of liability set out in this Agreement, American Express will not be liable for any loss or damage (including but not limited to consequential loss) incurred by Company or its current or former Employees by any acts or omissions of any Authorised Users of @ Work Services, including losses associated with the Authorised User's failure to obtain any appropriate consent or approval, or any fraudulent action(s) of Authorised User(s), Company or its Employees.

Company understands and accepts that American Express shall be authorised to treat all actions, instructions and communications of the Program Administrator, Contact Person, Authorised Signatory (including access keys set up by the Authorised Users) as properly authorised by Company and binding upon Company even if fraudulent, incomplete, inaccurate, or made in error. Company is responsible for protecting the access keys and shall be responsible for any card applications made using the access key, whether authorised or unauthorised. American Express will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which Company may suffer or incur because of American Express acting upon or relying on such actions, instructions and/or communications.

Program Administrator, Contact Person, Authorising Officer, Authorised Signatory is authorised by Company to act on its behalf with respect to the American Express Account(s), and American Express may rely on all written and oral directions and information that it receives from the Program Administrator, Contact Person, Authorised Signatory. The Program Administrator, Contact Person, Authorising Officer, Authorised Signatory shall, on the terms set out in this Agreement:

- I. Use @ Work Services to maintain Account(s) and access reports
- II. Use @ Work Services to approve @ Work Online Program Management, BTA Connect, and Reporting permissions to other Authorised Users within Company
- III. Authorised Signatory / Authorising Officer may use @ Work Services to approve @ Work Global Apply for Card permissions to other Authorised Signatories within Company
- IV. Use @ Work Services to Add New or Edit existing Authorised Users within Company
- V. Encourage Employees to use American Express' online @ Work tool

Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable law, to allow the Program Administrator, Contact Person, Authorising Officer, Authorised Signatory to:

- I. manage, and take any action with respect to, the American Express Account(s); and
- II. access personally identifiable information of the Employees of Company and/or any other related entity participating in American Express' Commercial Card Services or Program(s) while managing the American Express Account(s), including the transfer of the same by the Program Administrator, Contact Person, Authorising Officer, Authorised Signatory on a cross-border basis.

(c) Password

Company is responsible for protecting the confidentiality of the User ID(s) and Password(s) assigned to each User by American Express (collectively, the "Password"). Company shall be responsible for any use of the American Express @ Work Services accessed by a Password, whether authorised or unauthorised. American Express shall not be liable for any loss or damage arising from the use or misuse of any Password.

(d) Licence Rights and Terms

Pursuant to these terms and conditions, American Express hereby grants each User a limited, non-transferable, non-exclusive licence to permit Users to access and use the selected American Express @ Work Services for the sole purpose of managing Company's American Express related data and accessing and/or creating reports relating thereto and solely during the term of this Agreement. American Express shall retain all rights to and in the American Express @ Work Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither Company nor the Users may download the American Express @ Work Services. Neither Company nor its Users shall:

- (i) remove any copyright or other proprietary legends from the American Express @ Work Services;
- (ii) sub-licence, lease, rent, assign, transfer or distribute the American Express @ Work Services to any third party;
- (iii) alter, modify, copy, enhance or adapt the American Express @ Work Services;
- (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the American Express @ Work Services with any other software or materials; or
- (v) otherwise create or attempt to create any derivative works from the American Express @ Work Services.

Notwithstanding the foregoing, you may download JAVA Applets as applicable based on the American Express @ Work Services selected and you may download, keep or merge reports generated by you through American Express @ Work Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. This licence granted in this section shall terminate with respect to each type of American Express @ Work Services selected by Company upon termination of Company's relevant American Express commercial account agreement(s).

(e) Customer Obligations

Company will comply with all applicable laws with respect to the American Express @ Work Services, including, but not limited to, laws related to the export of technical or personal data. Company will only use the American Express @ Work Services with content and data for which Company has all necessary rights.

(f) Termination

Either party may terminate this licence for any reason or no reason by giving the other party thirty (30) days prior written notice. American Express may immediately terminate this licence upon written notice to Company if:

- (i) Company fails to pay any applicable fee when due pursuant to the terms of the Company's relevant American Express commercial account agreement(s);
- (ii) Company or its Users breach obligations set forth in this section; or
- (iii) Company or its Users otherwise breach any other terms contained in this Agreement.

Upon the expiration or termination of this licence for any reason, Company shall:

- (i) immediately require that all Users cease using the American Express @ Work Services;
- (ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and
- (iii) within fifteen (15) days after expiration or termination that Company and its Users

destroy or return any American Express documentation and confidential information in Company's possession or control to American Express. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Notwithstanding the above, you may download, keep, or merge reports generated by you through the American Express @ Work Services. We retain all proprietary rights to the format and arrangement of any and all reports generated through American Express @ Work Services. All terms relating to an American Express Corporate Card, Corporate Purchasing Card, Business Travel Account and Corporate Meeting Card Account Agreement will survive the termination or expiration of this licence.

(g) Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. American Express @ Work Services may experience unanticipated downtime or interruptions.

(h) Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the American Express @ Work Services will meet Company's requirements or that access to the American Express @ Work Services, or the operation of the American Express @ Work Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the American Express @ Work Services will be accurate. American Express @ Work Services are provided "as is" and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim all representations or warranties of any kind, expressed or implied, including, without limitation any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement or accuracy.

Definitions

Authorising Officer or Authorised Signatory – an officer or employee of the Company who the Company designates in writing as 'authorising officer'. Authorised to approve and countersign various agreements such as Card Applications, Corporate Cash enrolment etc. or request changes to the Account.

Program Administrator or Contact Person – authorised to maintain and enquire on the account on behalf of Company for all the matters relating to the relevant Account.