



# American Express @ Work® Special Provisions

These Special Provisions apply when the Company uses American Express @ Work® ("Services"). For the purpose of these Special Provisions, American Express means American Express and American Express Travel Related Services, Inc.

## 1. Authorised Users

- (a) Use of the Services is restricted to those authorised users designated by the Company from among the Authorizing Officers or Contact Persons ("Authorised Users").
- (b) The Company understands that the designation of, and restricting access to, Authorised Users is part of the security of the Services data and agrees that the Company shall not substitute or replace any Authorised User(s), or add any additional Authorised User(s), unless the Company takes procedures after upon notice to our "Corporate Services Center" or take procedures on an "@ Work Online Application". The Company shall ensure that the Authorised Users comply with these Special Provisions.
- (c) In addition to any other limitation of liability set out in Part A - General Provisions above, American Express will not be liable for any loss or damage (including but not limited to consequential loss) incurred by the Company or its officers or employees (including former officers or employees) by any acts or omissions of any Authorised Users, including losses associated with the Authorised User's failure to obtain any appropriate consent or approval, or any fraudulent action(s) (including fraudulent applications) of Authorised User(s), the Company or its officers or employees.
- (d) The Company understands and accepts that American Express shall be authorised to treat all actions, instructions and communications of Authorised Users (including access keys set up by the Authorised Users) as properly authorised by the Company and binding upon the Company even if fraudulent, incomplete, inaccurate, or made in error. The Company shall be responsible for protecting information, including access keys, and for any card applications made using the access key, whether authorized or unauthorized. American Express will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which the Company may suffer or incur because of American Express acting upon or relying on such actions, instructions and/or communications.
- (e) Authorizing Officers and/or Contact Person is authorized 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 Authorizing Officers and/or Contact Person. Subject to the terms and conditions set forth in this Agreement, Authorised Users may perform the following as part of the Services; provided, however, that an application in the Card application procedures through "Global Apply for Card (GAFC)" specified in item (v) below may only be approved if the Authorizing Officer is designated as an Authorised User:
  - (i) Use "@ Work Reporting" to view and extract data or reports on Card use by each Card Member for the purpose of checking and analyzing the status of Card use within the Company;
  - (ii) View and download "consolidated statement"; provided, however, that this shall be limited to the case "consolidated statement" is set up for the Company;
  - (iii) Cancel, suspend or cancel the suspension of a Card, change the information of a Card Member, view and download the Statements of Card Members or confirm the late payment information using "Online Program Management (OPM)" for the purpose of managing and maintaining Accounts and Card Member Accounts;
  - (iv) Confirm the safety of officers and employees based on the latest Corporate Card usage information (location information) using "Ready Response";
  - (v) Perform Card application procedures (including services such as management of Card application status) through "Global Apply for Card (GAFC)";
  - (vi) Register the Company's new Authorised User(s) or change the access rights of existing Authorised Users (alternatively, such registration and change may be made by contacting the Corporate Services Center by telephone or e-mail); and
  - (vii) Encourage officers and employees of the Company to use the Services.
- (f) The Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable laws (including the Act on the Protection of Personal Information) or from any legal or regulatory authority, to allow Authorised Users to:

- (i) Manage, and take any action with respect to, the Accounts and Card Member Accounts; and
- (ii) Access to and/or transfer of (including cross-border access and/or transfer) personal information (including, but not limited to, name, address, e-mail address, telephone number, and Card number) of officers and employees of the Company and officers and employees of the Company's related entity(ies) (limited to those participating in American Express® Commercial Card Services or Program(s)) for the purpose of managing Accounts and Card Member Accounts.

## 2. Registration of Authorised Users

In relation to the Services, the Company shall agree to these Special Provisions and apply for the registration for use in the following manner and American Express shall approve the application, upon which the registration for use shall be completed:

- (i) @ Work Online Application  
The Authorizing Officer shall take procedures on behalf of the company through "@ Work Online Application" on the Web; and
- (ii) American Express shall register when the Company applies for the establishment of its account.  
If the Company desires when applying for the establishment of its account, American Express shall register the Authorizing Officer stated on the "American Express Account Application" as an Authorised User.

## 3. User ID and Password Management

- (a) The Company is responsible for properly managing the user ID(s) and password(s) for the Services assigned to each Authorised User by American Express. Authorised Users may not under any circumstances assign or rent their user IDs or passwords to any third party or share them with any third party.
- (b) American Express may deem any login with a user ID and password combination that matches the registered information to be a use by the user himself or herself who has registered such user ID, and any results arising from such use and any and all liabilities arising therefrom shall belong to the Company.
- (c) American Express shall not be liable for any loss or damage arising from the use or misuse of any user ID or password.

## 4. License Rights and Terms

- (a) Pursuant to these Special Provisions, and only during the term of this Agreement, American Express hereby grants each Authorised User a limited, non-transferable, non-exclusive license ("Licence") to permit Authorised Users to access and use the Services to which the Company has been granted access solely for the purpose of managing its own American Express related data and accessing or creating reports relating thereto, and performing various procedures related to a Card as set forth under these Special Provisions.
- (b) American Express shall retain all rights to and in the Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither the Company nor its Authorised User may download @ Work. In addition, in using the Services, American Express prohibits Authorised Users from:
  - (i) removing any copyright or other proprietary legends from the Services;
  - (ii) sub-licensing, leasing, renting, assigning, transferring or distributing the Services to any third party;
  - (iii) altering, modifying, copying, enhancing or adapting the Services;
  - (iv) attempting to reverse engineer, convert, translate, decompile, disassemble or merge the Services with any other software or materials; or
  - (v) otherwise creating or attempting to create any derivative works from the Services.
- (c) Notwithstanding the foregoing, Authorised Users may download JAVA Applets as applicable based on the Services selected and may download, keep or merge reports generated by Authorised Users through the Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through the Services. This license granted under these Special Provisions shall terminate upon termination of the Account agreement(s).

## 5. Obligations of the Company

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

## 6. Termination of Agreement

- (a) Either party may terminate this License for any reason or no reason by giving the other party thirty (30) days prior written notice. American Express may immediately terminate this License upon written notice to the Company if:
- (i) the Company fails to pay any applicable fee by the due pursuant to the terms of this Agreement;
  - (ii) the Company or any Authorised Users breach any obligation set out in these Special Provisions; or
  - (iii) the Company or any Authorised Users otherwise breach any other terms contained in this Agreement.
- (b) Upon the expiration or termination of this Agreement for any reason, the Company shall:
- (i) immediately require that all Authorised Users cease using the 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 the Company and its Authorised Users destroy or return, any American Express documentation and confidential information in the 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, the Company may download, keep or merge reports generated by the Company through the Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through the Services. All terms relating to an American Express Corporate Card or Corporate Purchasing Card account agreement will survive the termination or expiration of this License.

## 7. Service Interruptions

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

## 8. Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the Services will meet the Company's requirements or that access to the Services, or the operation of the Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the Services will be accurate. The 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.

Note: This document is an English translation of the "American Express Global Corporate Payment Agreement" in Japanese. In the event of any conflict between the English and Japanese versions, the Japanese original will prevail.