Terms and Conditions for American Express Card Acceptance March 2024

1) Scope and Definitions

a) These terms and conditions and the Merchant Regulations (together "the Agreement"), apply to the Merchant's acceptance of American Express Cards for the sale of good and/or services through the Merchant's Businesses in Norway, if these are accepted by American Express, and for the Merchant's receipt of payment in connection with the Charge. American Express may issue additional guidelines and procedures regarding the Merchant's acceptance of American Express Cards. Such guidelines and procedures shall be part of the agreement. By accepting American Express Cards as payment, and submitting Charges to American Express, the Merchant hereby accepts alle terms, conditions and procedures according to the Agreement, and that these might be amended or revised in accordance with the agreement. If the Merchant does not accept the terms of this Agreement, the Merchant shall not submit Charges to American Express, and the Merchant must immediately notify American Express and return all materials to American Express.

b) Merchant Regulations: The Merchant Regulations set forth certain policies and procedures governing acceptance of the Card. You shall ensure that your personnel interacting with customers are fully familiar with the Merchant Regulations. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. The Merchant Regulations and releases of subsequent changes are provided in electronic form on our website at www.americanexpress.com/InternationalRegs. We reserve the right to make changes to the Merchant Regulations at any time as set forth in Clause 11.f of the Agreement. Different or additional terms may apply in a particular territory as may be required by us or by Applicable Laws.

c) The Merchant may at any time during the agreement period request a copy of the current Agreement. This Agreement shall be in English. All communications between the Merchant and American Express concerning this Agreement can be in Norwegian or English. American Express may also give, primarily orally, certain information and services in Norwegian or English.

d) Definitions:

Account means the Merchants designated bank account in Norway.

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

American Express refers to American Express Payment Europe S.L., business address Avenida Partenón 12-14, 28042, Madrid, Spain. The entity is registered in Spain with Spanish tax-identification number B-88021431. American Express Payment Europe S.L. is authorised by Banco de España in Spain as a provider of payment services.

American Express Card and *Card* means any card, account access devices, other virtual, electronic or physical payment instruments, or services issued or provided by American Express Company, any of its Affiliates or any authorised licensees thereof which has any Mark(s) of the American Express or any of its Affiliates.

American Express Group means companies which are directly or indirectly controlled by American Express Company, Inc.

Authorisation means authorisation in the form of an approval code number given by American Express or a third party designated and approved by American Express from time to time.

Business day means a day on which commercial banks are open for business in Norway (excluding Saturdays and public holidays).

Merchant means the physical or legal person entering into this Agreement, and its Affiliates which operates in the same industry.

Cardmember means the holder of a Card (whose name may be embossed or otherwise printed on the face of the Card) provided that, where a name is embossed on a Card, the person whose name appears on the Card is the Cardmember.

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

Charge means a payment or purchase made using the Card.

Chargeback (sometimes called "full recourse" in American Express' materials) means American Expess' right to (i) reimbursement from the Merchant for the amount of a Charge which American Express has paid to the Merchant, or (ii) reverse a Charge for which American Express has not paid the Merchant.

CID (Card Identification Number) means the security code specified on the Card.

Controller means any individual who exercises control over the management of the company (or other entity with a separate legal personality), for example a director ("shadow director") or defacto director) or equivalent.

Credit means the amount of the Charge that the Merchant refund as Chargeback to Cardmembers for purchases or payments made using a Card.

Credit Record means a record of a Credit that complies with American Express' requirements (see the Merchant Regulations for more details).
Digital Delivery Transaction occurs when goods or services are ordered online or digitally and digitally delivered (e.g. images, apps or software for downloads).
Disputed Charge means any Charge (or part thereof) about which a claim, complaint, or question has been brought.
Establishment means each the Merchant's and the Merchant's Affiliates' locations, shops, outlets, websites, digital networks, and all other points of sale using any methods for selling goods and services, including future methods that is adopted by the Merchant (sometimes also referred to as a "Merchant", "SE" or "Service Establishment" in American Express' materials).
Establishment Number (sometimes called the "Merchant" or "SE" number in American Express' materials) is the unique number American Express assign to each Establishment. If a Merchant has more than one Establishment, American Express may assign to each Establishment a separate Establishment Number.
Local Currency means the currency of the country in which a Charge is done or Credit is made.
Marks mean names, logos, domain names, service marks, trademarks, trade names, taglines, or other proprietary designations.
Merchant Acquirer means any person that has entered into a Merchant Acquirer Agreement with the Merchant.
Merchant Acquirer Agreement means an arrangement between the Merchant and another Merchant Acquirer for the acceptance and/or processing of Other Payment Products.
Other Agreement means an agreement other than this Agreement between (i) the Merchant or any of the Merchant's Affiliates and (ii) American Express or any of its Affiliates.
Other Payment Products excludes Cards and means other credit cards, debit cards, stored value cards, prepaid cards or other payment cards or account access devices, and any other payment instruments or services.
Reserve has the meaning given in section 5)a).
Licensee means a physical or legal person, who according to their legal position and authority can claim copyright, trade mark or other immaterial rights.
Service Fee means an amount which American Express charges to accept the Card, where the amount is (i) a percent of the stated Charge Amount (*Service Fee Rate*); (ii) a set fee per transaction (iii) an annual fee; or (vi) a combination or (i) to (iii).
Signer means the person signing this Agreement on behalf of the Merchant.

e) The Merchant shall give American Express information regarding points of sale for Affiliates which operate in the same industry. The Merchant is responsible for the Affiliates fulfilment of the requirements in this Agreement.
   The Merchant shall ensure that American Express is informed immediately about changes connected to their points of sale and the points of sale for Affiliates.
f) This Agreement only covers the Merchant and its Affiliates. A Merchant may not receive payments, apply for Authorisations, report Charges or Credits on behalf of a third party.

2) Accepting the Card

a) By entering into this agreement the Merchant consents to accept American Express cards as payment for goods and services that are sold in the Merchant's Establishments in Norway and consents to provide such goods and services to the Cardmember in accordance with any terms (explicitly stated or implied) relating to the provision of such goods and services, and that applies between the Merchant and the Cardmember.
b) The Merchant shall state and inform that American Express Cards are accepted when the customer receives information regarding accepted payment methods. The American Express Mark shall be displayed in accordance with American Express' guidelines.
c) The Merchant shall not:
   i) criticise or discredit the American Express Card or other payment services provided by the American Express Group;
   ii) engage in marketing, advertisement or other activities that may harm the American Express business or brand;
   iii) require Cardmembers to waive their rights to dispute a Charge as a condition to acceptance of the Card; or
   iv) require Cardmembers to provide personal information as a condition to acceptance of the Card.
d) The Merchant must not accept the Card if the payment relates to:
   i) compensation, damages, fines, taxes or similar which is added to the standard cost for the sale of goods and services;
   ii) Charges that Cardmembers have not specifically approved;

iii) cash or checks, or similar;
iv) goods or services connected to gambling services (including online gambling), gambling chips, gambling credits or lottery tickets;
v) pornographic products or services which are digitally available with electronical delivery;
vi) sales made by third parties or entities conducting business in industries other than the Merchant's given industry;
vii) amounts that do not represent real sales of goods or services at points of sale, such as purchases by employees of, or owners of, the Partner or Affiliated companies, with the aim of influencing the cash flow;
viii)Illegal business transactions, or goods or services where the provision is illegal (for example, illegal online/internet sales of prescription drugs, sales of goods that infringe the rights of a Rights Holder in accordance with laws applicable to American Express, Merchant or Cardmember); or
ix) Sales that American Express has notified the Merchant are prohibited.

e) The Merchant shall immediately inform American Express if a sales terminal no longer accepts the Card, or if the functionality for receiving American Express cards in any way is deficient. The Merchant shall immediately inform American Express in case a sales terminal is lost, or in case the Merchant has or should have expected fraud or criminal activity related to the sales terminal. The Merchant shall keep the sales terminals safe at all times.

3) Discount and other fees

The Merchant's initial Discount is as provided to the Merchant in writing by American Express. Where a Discount Rate is referred to without further explanation, that rate shall be applied to the full amount of the Charge, including applicable taxes. American Express may adjust a Discount, change any other amount American Express charge the Merchant under this Agreement, and charge additional fees from time to time, subject to giving notice to the Merchant. American Express may charge the Merchant different Discounts for Charges submitted by the Merchant's Establishments that are in different industries, and the Merchant must process Charges through the relevant Establishment Number provided by American for each industry. American Express will notify the Merchant of any different Discounts that apply to the Merchant.

4) Payment for charges

a) American Express will pay the Merchant for Charges in accordance with this Agreement. The Merchant will receive payment according to their payment schedule in Local Currency for the face amount of Charges submitted from the Merchant's Establishments in Norway, except for:
   i) any Service fees;
   ii) other fees or amounts owed by the Merchant to us or our Affiliates under any agreement or arrangement;
   iii) any amounts for which American Express has the right to Chargeback; and
   iv) the total amount of Credits submitted by the Merchant.

   Your standard payment schedule is five (5) Business days from the receipt of all relevant Charge Data, but other payment schedules are available. You are not entitled to receive payment for or on behalf of third parties.

   If the Merchant receives payment directly from American Express, we will send payments for Charges from the Merchant's Establishments electronically by direct credit transfer to your Account. The Merchant must provide American Express with the Merchant's bank's name, the Merchant's bank account number and sort code number.

b) We will provide you with information about your transactions and credits, including service fees and any other fees or amounts paid, once per month. You accept that we will provide you with the information described in section 4.a(i) and (ii), collectively. Although American Express does not impose fees between acquirers and issuers, the American Express network, if a transaction is subject to the provisions of Regulation (EU) 2015/751, will not pay a net compensation to the card issuer exceeding 0.3% for credit and payment cards or 0.2% for debit and Prepaid cards.

c) The information stated in section 4)b) above will be made available to the Merchant online. The Merchant can access this information through their business account at www.americanexpress.com/merchant. If the Merchant chooses to receive this information in paper form, we may charge a fee for each message that you receive in paper format. The fee may be subject to change over time.

d) The Merchant shall inform American Express in writing of any errors or omissions regarding their Service fees or other charges or payments for Charges or Credits within ninety (90) days from the payment or other reconciliation data provided to or made available to American Express, and which contains such error or omission. Otherwise, American Express will consider the relevant reconciliation data to be finally settled, complete, and accurate regarding the respective amounts. In relation to disputes related to Charges where the card is issued in the EU, we may, under very specific circumstances, consider a dispute raised up to thirteen (13) months after the Merchant's payment.

e) If American Express determines that it has made overpayments to the Merchant, American Express may deduct that amount from future payments to the Merchant or invoice the Merchant for that amount. If the Merchant receives an overpayment from American Express, the Merchant shall immediately notify American Express (by calling our customer service centre) (and any transaction processor) and immediately refund the payment to American Express. Even if you notify us of such an error, American Express still has the right to withhold future payments to the Merchant or debit their account until we have received the full amount for the overpayment. American Express is not obligated to make payments to any other party than the Merchant under this Agreement.

f) When the Merchant accepts Cards as payment for goods or services, the Merchant shall not invoice or otherwise attempt to collect payment from any Cardmember for purchases made with the Card, unless American Express has exercised its right to Chargeback for Charges, the Merchant has refunded any amounts paid by American Express to the Merchant for such Charges, and the Merchant otherwise has the right to pursue the Cardmember.

5) Protective Actions – Creation of Reserve

a) Notwithstanding any contrary provision in this Agreement, American Express, in its reasonable discretion, may determine that it is necessary to withhold and offset payments that American Express would otherwise make to the Merchant under this Agreement or require the Merchant to provide additional security to American Express for the Merchant's or the Merchant's Affiliates' actual or potential liabilities to American Express, including any actual or potential liabilities of the Merchant to American Express or any of American Express' Affiliates under this Agreement or other agreements. Such withheld payments are referred to as a Reserve.

b) American Express may create a Reserve in situations where:
   i) the Merchant terminates a significant portion of or negatively changes its business, in which case the Merchant must notify American Express immediately;
   ii) the Merchant sells all or a substantial part of its assets or another party acquires 25% or more of the equity interests issued by the Merchant (other than parties owning 25% or more of such interests on the date of this Agreement), either through the acquisition of equity interests, previously outstanding interests, or otherwise (in each case, whether as single or composite transactions), in which case the Merchant must notify American Express immediately;
   iii) the Merchant experiences a significant deterioration in its business;
   iv) the Merchant becomes insolvent, in which case the Merchant must notify American Express immediately;
   v) American Express receives a disproportionate volume (either in value or number) of Disputed Charges at some or all of the Merchant's Establishments;
   vi) American Express has a reasonable belief that a Charge has not been authorized by the Cardmember;
   vii) American Express has a reasonable belief that the Merchant will not be able to fulfill its obligations under this Agreement, under any other agreements, or towards Cardmembers;
   viii) Any protective action by a Merchant, or self-executing protective action or remedy under a Merchant Acquirer Agreement, is utilized, or arises, to reduce any potential significant risk of loss under a Merchant Acquirer Agreement, in which case the Merchant must notify American Express immediately;
   ix) the Merchant's failure to provide information reasonably requested by American Express; or
   x) the Merchant acts in violation of the terms of this Agreement.

c) If an event leads American Express to believe that it is necessary to create a Reserve, American Express will consider this a material breach and may:
   i) Create a Reserve;
   ii) Require the Merchant to cease accepting Charges immediately upon receipt of notice from American Express. If the Merchant continues to accept Charges after American Express notifies the Merchant, American Express will not pay the Merchant for those Charges;
   iii) Take other reasonable actions to protect the rights of American Express or any of its Affiliates, including changing the payment timing or method for payment of Charges, exercising its Chargeback right, or charging the Merchant fees for Disputed Charges; and/or
   iv) Terminate this Agreement immediately upon notice to the Merchant.

d) American Express may increase the amount of the Reserve at any time, provided that the amount of the Reserve does not exceed an amount that is sufficient, in American Express' reasonable opinion, to satisfy potential financial exposure or risk to American Express under this Agreement (including Charges reported by the Merchant for goods or services which are not yet received by Cardmembers), or to American Express or its Affiliates under any Other agreements, or to Cardmembers. The Merchant shall have no rights to an amount held in the Reserve under this Agreement before all obligations have been fulfilled to the reasonable satisfaction of American Express.

e) American Express may deduct from and withhold, and recoup and offset against, potential amounts from the Reserve that the Merchant or any of the Merchant's Affiliates owe to American Express or any of American Express' Affiliates under this Agreement or any other agreements.

f) The Merchant shall immediately, upon American Express' request, provide information regarding its financial position and business, including current financial statements.

g) If the Merchant's balance with American Express shows a deficit, American Express has the right to:
   i) Demand full and immediate repayment of the total deficit plus interest in accordance with American Express' interest terms in effect at that time. Avtalegiro may be used in this regard, subject to the terms of automatic transfer;
   ii) Refer the debit balance to a third party (e.g., law firm) for collection and also seek reimbursement for any costs associated with this procedure; and/or
   iii) If American Express does not receive immediate full payment of the debit balance under (i) or (ii) above, immediately terminate this Agreement upon notice to the Merchant.

6) Indemnification and Limitation of Liability

a) The obligation to pay indemnification shall keep the American Express Group harmless from future liabilities and compensate the American Express Group, or another party which the American Express Group has transferred their rights to, for all costs, taxes and other claims (including reasonable expenses to legal representation), investigation costs, legal proceedings/arbitration, settlements, judgements, interests and fines (both predictable and not), which American Express or their Affiliates, successors or assigns have or will incur, and which arise as a result of or in connection with:
   i) A Charge, goods or services which are covered by the Charge;
   ii) marketing activities connected to goods or services which are sold by the Merchant;
   iii) breaches of this Agreement, applicable law, statutory means or other regulation applicable for the Merchant, its employees or other persons assigned by the Merchant; and
   iv) actions or neglect by the Merchant, its employees or other persons assigned by the Merchant, even if there is no purpose to cause harm, recklessness or negligence.

b) In accordance with section 6.a the effect of these cannot be excluded or limited by this section, and in no circumstances (other than for non-excluded obligations defined below) will any of the parties or their Affiliates, successors, and assignees be responsible to the other party for any losses, liabilities, harm, costs, and expenses of any kind (deriving from contract (including negligence), objective lability, law, regulations, directive or orders) as a result or in connection with this Agreement, even if it is informed of potential occurrences, in any case which are:
   i) losses of profit, opportunities, expected savings, earnings or loss of business (either these are directly, indirectly, consequential, or otherwise), (other than contractual payments or rebates which is to be done or given in accordance with this Agreement by a party to the other party (or given to or taken from a Cardmember), and none of these shall be limited or excluded by this section 7)b));
   ii) unforeseen, indirect or consequential; or
   iii) special, punitive, or exemplary damages.

   None of the parties are responsible for damages arising from delays or problems caused by telecommunications or banking systems, except for American Express' rights to create Reserves and exercise the right to Chargeback which will not be limited by such events. No part of this Agreement shall limit or exclude liability for personal injuries or death which occurs as a result of negligence from the Merchant, American Express or the respective board members, leaders and employees of American Express, from breaches or incorrect information, or in the extent such a limitation or exclusion is not allowed according to applicable laws (the above mentioned are non-excluded obligations).

7) Proprietary rights and Permitted Uses

a) Neither the Merchant nor American Express have a right to the other parties Marks under this agreement. Neither of the parties may use the other parties Marks without written consent form the other party. Where the Merchant refers to the Card as a payment method, the Merchant shall use the American Express-symbol, but only in accordance with instructions given by American Express.

b) The American Express-group, license holders and named transaction collectors have a right to use the name and address, and also Marks, on the point of sale, including website address and/or URL if applicable, in all information which displays that the Establishment accepts the card.

8) Confidentiality

a) Except for what is mentioned in section 11.i, the Merchant and American Express shall under no circumstances disclose any information which the party has received from the other party, and which is not publicly known. The Merchant may not transfer or deliver information related to the Cardmember to a third party or use the information to other than what is demanded in accordance with this agreement for acceptance of Cards and submitting Charges. Cardmember information is confidential and owned by American Express.

b) The Merchant is responsible for ensuring that Cardmember Information is protected in accordance with applicable law and American Express' Data Security Operating Policy (see the Merchant Regulations for details).

9) Term and Termination

a) This Agreement applies from the first time the Merchant or any points of sale accepts American Express-cards as payments and submits Charges to American Express, or alternatively when American Express accepts an application from a Merchant to accept American Express-cars by setup in American Express' system for Merchants, depending on what incurs first. The Agreement applies thereafter until one of the parties notifies the other party in writing that the Agreement shall be terminated with thirty (30) days' notice. The Agreement may nevertheless be terminated as described in the following.

b) American Express may terminate the Agreement with immediate effect, without notice and without waiving any of their other rights if the Merchant has not reported Charges within a period of twelve (12) consecutive months, or if American Express has a right to immediate termination in particular the right to termination of the Agreement in accordance with section 5.c and 11.a. If the Merchant wishes to continue to accept Cards the Merchant must contact American Express to state the status for the Merchant's account and (i) if American Express terminated the Agreement, enter into a new agreement with American Express, or (ii) if American Express suspended the Merchant's access to American Express' services, ask that American Express re-activates the Merchant's access to American Express' services. Negligence of this may result in delays in American Express' payment to the Merchant.

c) If any of the parties in a substantial manner are unable to fulfil their obligation in accordance with the Agreement or other agreements between the Merchant or a company in the American Express Group, and this is not corrected within fourteen (14) days after receipt of written notice regarding the situation from the other party, the party may give written notice of termination of the Agreement with immediate effect.

d) If this Agreement expires, American Express may, without waiving any of their other rights or remedies, withhold payments to the Merchant until American Express and the American Express Group have received payment for all claims against the Merchant and their Affiliates. The Merchant shall pay any outstanding amounts, which cannot be covered by withholding payments, to American Express within thirty (30) days after receiving a request for such payment. Upon expiry of the Agreement the Merchant shall remove all materials with American Express-symbol, immediately return American Express-materials and equipment and report any Charges and Credits done before the termination to American Express. American Express reserve the right to always inform the Merchants payment terminal provider of the termination of this Agreement.

e) The terms sections 1), 5-11 in this Agreement, will also apply after the termination of this agreement, together with other terms which according to their character is meant to do so. American Express' right to direct access to the Merchant's account will also apply until all credits and debits connected to transactions in accordance with the Agreement are executed.

10) Dispute Resolution

If the Merchant has any complaints of American Express' services, the Merchant may send a written complaint to American Express' Customer Care Service (SAC). Adress: Avenida del Partenon 12-14, Campo de las Naciones, 28042 Madrid (Spain). E-mail: sac@aexp.com.

If the Merchant is unable to resolve their complaint with American Express or if the statutory deadline for filing a complaint has expired, the Merchant may be entitled to refer it to the Bank of Spain (Banco de España), Department of Market Conduct an Complaints, C/ Alcalá, num. 48, 28014 Madrid (Spain). The complaint may also be delivered in person to any branch of the Bank of Spain. Addressing a complaint to the Bank of Spain requires that all internal complaint procedures have been completed without results.

Regardless of that which is stated in section 10) c)(ii) above, the party has a right to do standard actions to ensure or collect debts in accordance with this Agreement, including to apply for a petition for payment of debt, assistance or lien, or other comparable measures.

This section 10 is not meant to replace, and does not replace, American Express' standard business practice, guidelines and procedures, including American Express' right to Chargeback and to creating Reserves.

11) Miscellaneous

a) The Merchant's representations and warranties

The Merchant confirmed that

(i) the Merchant has the necessary authorisations to the business covered by the Agreement;

(ii) the Merchant has full authority and all necessary assets to perform their obligations in accordance with the Agreement;

(iii) that the Merchant has no information of certain circumstances which may have a material adverse effect on the Merchant's business or ability to perform their obligations in accordance with the agreement;

(iv) the Merchant and the Singer is authorised to enter into this Agreement on the Merchant's behalf, its Establishments and points of sale for Affiliates registered with American Express;

(v) the Merchant may act on behalf of Affiliates that submits Charges and/or Credits in accordance with the Agreement, which covers accept of payment from American Express for Charges made by these, provided that American Express has received instructions that payment shall be done to the Merchant;

(vi) neither the Merchant, the Signer or the Merchant's beneficial owners (where the Merchant is a company or another entity which is a separate legal person), Controllers or potential contacts assigned by the Merchant to administer its relationship with American Express is a politically exposed person or subject administrative measures, sanction regimes or similar, which have a harmful effect on the Merchant's business;

(vii) the Merchant has not assigned any rights to payments due in accordance with this Agreement to any third party;

(viii) the Merchant has provided all information that American Express requires in connection with this Agreement and all such information is correct and complete; and

(ix) the Merchant is responsible to inform all Affiliates about the contents of this Agreement.

If information from the Merchant, or warranties given by the Merchant, proves to be incorrect or not complete, American Express may immediately terminate the agreement, with or without giving the Merchant notice.

If American Express terminated this Agreement without giving the Merchant notice, American Express shall inform the Merchant about the termination as soon as practically possible.

b) Compliance with laws

The Merchant and American Express shall comply with laws, regulations and other applicable rules which is applicable to their respective businesses.

c) Governing Law

This Agreement is governed by and will be interpreted in accordance with Norwegian law. Each party irrevocably submits to the exclusive jurisdiction of the Norwegian courts in relation to matters arising from or in connection with this Agreement.

d) Assignment

The Merchant may not assign, subcontract or transfer this Agreement without our prior written consent from American Express. American Express may assign or transfer this Agreement, in whole or in part, to any of their Affiliates or third party merchant acquirers, which will become enforceable in relation to you only upon written notice to the Merchant, and American Express may sub-contract this Agreement, in whole or in part, to any of their Affiliates or third party merchant acquirers or processors in our discretion without notice to the Merchant. For the avoidance of doubt, American Express may subcontract all of American Express' obligations under this Agreement to an agent who will perform such obligations on American Express' behalf.

e) Amendment

American Express may from time to time add or make amendments to any part of this Agreement by either (i) posting revised terms and conditions online at www.americanexpress.com/nor-vb by 20 April or 20 October each year with such changes to be effective two months after these dates; or (ii) at any other time with prior notice to the Merchant at least thirty (30) days' prior.

It is recommended that the Merchant checks the website referred to above for updates on the 20 April and 20 October each year, or shortly after these dates. The Merchant will be deemed to be bound by the addition or amendment unless American Express receives notification that the Merchant does not accept the addition or amendment before it takes effect. Such a notification means that the Agreement is terminated with effect from the date the amendments or addition takes effect. On reception of notification from American Express regarding the addition or amendment of the Agreement, the Merchant may immediately and without costs, until the amendments take effect, terminate the Agreement. Additionally, we may change the Merchant Regulations in accordance with the terms of the Merchant Regulations.

f) Waiver; Cumulative Rights
If a party waives or not immediately uses a right or a remedy in accordance with this Agreement or in accordance with applicable laws, this does not mean that the party is prohibited from, at a later time or in other circumstances, using such rights or remedies, unless the party has confirmed this in writhing or this Agreement states the opposite.

g) Savings clause
   i) If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforeceable, that provision or part-provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and the validity and enforceability of other provisions of this Agreement shall not be affected.

h) Entire Agreement
   i) Regardless of section 11)h)iii), this Agreement is the entire agreement between the Merchant and American Express regarding what is covered by the Agreement. The Agreement supersedes any previous agreements and understandings in relation to what is agreed. Neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement. The only remedies available for any misrepresentation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement, will be for breach of contract. Nothing in this Section shall be interpreted as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
   ii) The parties agree that the Merchant in this Agreement is not a consumer, and that provisions protecting consumers do not apply, unless it is otherwise agreed in this Agreement.
   iii) If these terms and conditions amend or replace previous terms and conditions, the Service Charge and any other fees and special programmes (such as full recourse) notified or applied to the Merchant in accordance with the previous terms and conditions will continue in effect unless American Express have agreed with or notified the Merchant otherwise.

i) Use of Data
Below is a description of how American Express treats information related to the Merchant, its Affiliates, the Signer, beneficial owners (where the Merchant is a company or another entity which is a separate legal person), Controllers and potential clients assigned by the Merchant to administrate their relationship to American Express (hereafter referred to as information). Note that in some circumstances American Express will have to also collect and process information in accordance with applicable law, e.g. laws to prevent crime, terrorism and money laundering, to comply with the demands which are required by the competent authorities.
   i) To administer the Merchants account, administer Charges from the Merchant points of sale and collect outstanding claims which have arisen under this agreement, as well as administer potential benefits arrangements which the Merchant may be connected to though their participation in the Card service, American Express shall transfer all information to companies in the American Express Group (which includes companies offering Card- or administrative services in connection to the Agreement regarding connection to American Express Card services) and to those who by rights from American Express and American Express' providers, chosen processors and person or companies which are approved by the Merchant,
   ii) To provide the Merchant (through letter, phone, email, or other electronical medias) similar products and services, which can be of interest for them, American Express may process, transfer and store information regarding the Merchant and details of how the Cards are used in the Merchants points of sale. This information is uses in the global American Express Group and other chosen companies for the above mentioned sales promoting activities. If the Merchant prefers to not receive offers regarding relevant products and/or services, or if the Merchant wishes to update their preferences, the market preferences may be updates on: www.americanexpress.com/merchant or by writing to American Express Merchant Services, John Street, Brighton BN88 1NH, East Sussex, UK.
   iii) To avoid fraud and collect claims American Express may transfer information to and otherwise share information with their providers and other merchants;

iv) American Express may transfer information with credit information agencies, and such information may be transferred to other companies to avoid fraud, and for credit ratings and dept collection.

v) If the Merchant has outstanding debt to American Express or for other reasons may be believed to be insolvent, American Express may do further credit assessments (including contact with the Merchant's bank and others) and transfer such information to debt collection agencies or lawyers, for the collection of outstanding claims;

vi) American Exress may also do further credit assessments and analyse information about the Merchant which shall be used in administration of the Merchant's account and authorisation and to prohibit fraud;

vii) In accordance with applicable law, American Express, either through their own actions or through certain chosen companies, may listen to and/or register the Merchants phone calls to American Express to ensure a high degree of service and trustworthy office administration (including training of new employees) and facilitate for any dispute resolution; American Express may do all which is mentioned above both in and outside of Norway Spain and the EU. This includes processing information in the USA and other countries, even if applicable laws for the protection of personal data may deter or is less stringent than in the EU. American Express have made steps to ensure the same degree of protection to information connected to Merchant's in the USA and in other countries, such as the EU. American Express uses advanced technologies and established instructions to their employees with the purpose of ensuring that information connected to the Merchant is processed quickly, correctly and in completeness. The Merchant is entitled to, in accordance with applicable law, receive a summary of the information that American Express has in relation to the Merchant (provided that the Merchant is a physical person or can be identified as such). Where applicable, exercising such a request may be subject to a charge. If the Merchant believes that any information American Express holds about the Merchant in incorrect or incomplete, the Merchant shall promptly inform American Express in writing (American Express Merchant Services, John Street, Brighton BN88 1NH, East Sussex, UK). Information proving to be incorrect or incomplete will immediately be amended.

Information connected to the Merchant will be kept by American Express only for the time which is appropriate for the above mentioned purposes or required by applicable law.

American Express will process such information which is mentioned above, either where the relevant persons have consented to the given purposes, to comply with a legal or contractual obligation, or because it is necessary due to American Express' legitimate interests.

Additional information regarding the processing of personal data and right that arises in relation with such processing is available in the Privacy Statement on American Express' website (www.americanexpress.com/merchant).

j) Collection and disclosure to Government Agencies

The Merchant acknowledges and agrees that American Express' ultimate parent company is headquartered in the USA and, as such American Express are subject to the laws of that jurisdiction. The Merchant consents to and shall provide to American Express all information (including personal data, if any) and/or sign all necessary documents (including properly executed and valid, applicable American IRS-forms) that American Express require to allow American Express or their Affiliates to collect, use, and disclose information to comply with all applicable laws of the USA and any other jurisdictions that are applicable to them, including, without limitation, U.S. tax laws. If, on request, the Merchant fails to provide to American Express with the required information and/or documents, or if we are otherwise required by the applicable government agency, the Merchant acknowledges that American Express may withhold payments to the Merchant and/or remit such funds to such government agency in order to comply with all laws of the USA and any other jurisdiction applicable to American Express and/or their Affiliates, including, without limitation, U.S. tax laws.

k) Notifices

All notices under this Agreement shall be in writing and sent according to the following:

Notices that are sent to the Merchant shall be sent to the address the Merchant provided in the application process, or which is later notified in writing, and notices that are sent to American Express shall be sent to the address provided below, or to another address which American Express will inform the Merchant: Merchant Services, PO Box 72, Brighton BN88 1YR, UK.

The Merchant shall send termination to American Express with registered mail.

Notices sent by post to the last provided address is deemed to be received three (3) Business days after post.

Notices by email or fax is accepted if the party has provided an email address or fax number to the other party in a specific situation, or for certain services. Such notifications is deemed to be received when they are sent.

American Express may also notify the Merchant by providing information on a website and instruct the Merchant to visit the website, or by providing information on the Merchant's online merchant account. Notices on websites or online is deemed to be received ten (10) Business days after such notification is published.

l) Third party rights

Unless otherwise agreed in this Agreement, no person that is not a party to this Agreement have a right to enforce any of its terms, except that all of American Express' Affiliates shall have a right, under the principle of third party rights, to seek relevant remedies and enforce potential rights or receive potential benefits given in accordance with this Agreement (included, without limitations, rights, benefits, or provisions regarding potential compensation, warranties, limitations and/or exclusion of liability in this Agreement). This Agreement may by amended without the consent of any of American Express' Affiliates.

m) Safeguard methods

In compliance with Article 21 of the Spanish Payment Services Act, we inform you that, until 1 January 2025 inclusive, the funds safeguarding method adopted by American Express is a separate bank account deposit. However, as from 2 January 2025, American Express will safeguard your funds using insurance coverage. If necessary, American Express may supplement funds safeguarding by depositing your funds in a separate bank account. More information about the current safeguarding method is available at https://www.americanexpress.com/es/empresa/tablon-de-anuncios/american-express-payments-europe/salvaguarda-de-fondos/

American Express Payments Europe S.L.,
Avenida Partenón 12-14, 28042, Madrid, Spain. A Spanish limited liability company (registered at Registro Mercantil Central) with tax identification number B88021431 and regulated and authorised by the Bank of Spain (Banco de España) with number 6883 for the provision of payment services

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