

ICC CONSUMER CARD USE ONLY

Priority Corporate Settlement Application Form - in US Dollars or Euros

To be used where the applicant is the beneficial owner of an Offshore Corporate Entity (OCE) (not including trusts and foundations) and the 'OCE' will be responsible for settling the Card account.

Apply for Cardmembership today

Return the completed form to your BANK not American Express. Please complete in English using Blue or Black ink and CAPITAL LETTERS. Please indicate which card you would like to apply for and which currency you would like your billings and Card fees in by ticking the appropriate box:

US Dollar Green R87 Gold R88 Platinum R89
Euro Green R87 Gold R88 Platinum R89

If you require additional Cards in a second currency please speak to your Relationship Manager. The annual fee for The Green Card is US\$100/€100, US\$300/€300 for The Gold Card and US\$550/€550 for The Platinum Card.

Personal Details

Title: Mr Mrs Miss Other

First names:

Family name:

Date of birth: D | D | M | M | Y | Y

Nationality:

Please provide a copy of proof of your identity. Select the type of document and enter the document number:

Passport Drivers licence ID Card

Document number:

Please give your permanent home address (including country and postal code)

Address:

City:

Country:

Postal code:

Primary tel number: (inc. country & area code)

Email address (maximum of 30 characters):

Providing American Express with your email address will allow us to send you by email offers which we believe are suited to your needs, including information on new benefits, products and services. You may request not to receive these offers at any time by updating your email preferences via the privacy statement link on the American Express website.

Do you have or have you previously had any other American Express card?

3 7 - -

Please PRINT your name as you wish it to appear on the Card in no more than 20 letters and spaces (initials for first names are acceptable).

Please give your mother's family name before marriage. This will be used as a password to confirm your identity for security purposes and to protect against fraud.

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of:

Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargé d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

Please tick if 'Yes'

If you answered yes to any of the above, please state:

Title of role:

Name of the organisation:

Country of the organisation:

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If a close associate, give names and relationship to you:

If you answered yes, we may contact you on the number you have provided to finalise your application

Your Financial Details

Are you: Employed Self-employed Student Homemaker Retired Other (Please specify)

If you are employed or self-employed please complete your business details

Job title:
Time with employer/self employed: years months

Business name:

Nature of Business:

Employer's address:

City:

Country:

Postal code:
Business Tel. number: (inc. country & area code)

Source of income: Salary Investments Trust fund/Inheritance Savings Other (Please specify e.g. private income.)

Gross annual income: US\$ €

Please note you MUST complete either gross annual income OR assets under management question.

Please indicate your gross annual income:

up to US\$/€100k US\$/€101 to US\$/€300k
 US\$/€301 to US\$/€500k US\$/€501 to US\$/€1m
 US\$/€1.1m to US\$/€2m Greater than US\$/€2m

Please indicate your level of assets under management with your bank listed below:

Up to US\$/€499k US\$/€500 - US\$/€999k
 US\$/€1m - US\$/€1.999m US\$/€2m - US\$/€4.99m
 Greater than US\$/€5m

Cash Access

Cash Access enables you to withdraw cash at over 550,000 ATMs worldwide using your American Express Card. To apply, complete a separate Express Cash form available from your Relationship Manager.

Membership Rewards®

The Platinum Card
Enrolment in the American Express Membership Rewards programme is free with The Platinum Card and you are enrolled automatically on approval of Cardmembership. You can opt out at any time.

The Gold Card
Please tick here to enrol in the American Express Membership Rewards programme. Enrolment in Membership Rewards is free for The Gold Card on approval of Cardmembership.

The Green Card
Please tick here to enrol in the American Express Membership Rewards programme on approval of Cardmembership. Enrolment in Membership Rewards is free for the first year, thereafter, an annual fee of US\$/€35.25 is payable.

Personal Information

Before signing this Application, it is important that you and any Supplementary Applicant read this paragraph and the section entitled "Privacy" in the attached Pre-contractual disclosure of terms and conditions for American Express International Currency Cards, which together describe how we collect and use information about you and any Supplementary Applicant for the purpose of processing your application and providing you and any Supplementary Applicant with the Card service and other appropriate products and services. By signing this Application, you and any Supplementary Applicant agree that for the purpose of processing it, American Express may:

- (a) carry out credit checks with credit reference agencies by disclosing the information provided by you to such agencies, who will retain records of such checks that may be used by other organisations in assessing applications from you and members of your household for credit or other facilities and for preventing fraud and tracing debtors;
- (b) check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, this will be recorded, which records may be used by us and other organisations to help make decisions about credit and credit-related services for you and members of your household, help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household, trace debtors, recover debt, prevent fraud and manage your Accounts or insurance policies;
- (c) check your identity to prevent money laundering;
- (d) use various statistical methods (including the results of any credit checks made) to assist in evaluating your creditworthiness in deciding whether to issue a Card to you; and
- (e) contact your employer, bank, building society or any referee approved by you to obtain relevant information to assess this Application.

Please Sign Below

The information I have given in this Application is true and correct. I am [and my Supplementary Applicant named in this Application is] over 18 years of age. I request American Express Services Europe Limited ("American Express") to issue me with a Card billed in either US dollars or euros, including any renewal and replacement Cards. If I have applied for a Green Card, I agree that this form is also an application to be issued with a Gold Card or Platinum Card. If I have applied for a Gold Card or Platinum Card, I agree that this form is also an application to be issued with a Green Card if, for any reason, American Express determines that it is not appropriate to issue a Gold Card or Platinum Card to me. The annual fee for The Green Card is US\$100/€100, US\$300/€300 for The Gold Card and US\$550/€550 for The Platinum Card. If I have asked for any Supplementary Card to be issued, I agree to be jointly and individually responsible for all charges on such Supplementary Cards. A Cardmember Agreement will accompany the Card when issued. The annual fee is US\$50/€50 for each Supplementary Green Card, and US\$100/€100 for each Supplementary Gold Card.

I authorise my Bank mentioned under the heading 'Your Payment Details' to disclose information about me to American Express and to issue instructions on my behalf for the purpose of administering my Card account. This includes the authorisation to my Bank to forward to American Express all identification documents and to provide all information necessary for American Express to comply with its obligations under the applicable anti-money laundering legislation. I also authorise American Express to answer any enquiries or requests made by the Bank and to carry out the Bank's instructions for the above purpose. I discharge American Express from all responsibility in respect of any disclosures by it to the Bank of my information and any execution by it of the Bank's instructions.

American Express may decline this Application at its sole discretion. By signing below, I confirm that I have read and agree to all the terms and conditions contained on this Application.

This Application shall be read in conjunction with the attached *Pre-contractual disclosure of terms and conditions for American Express International Currency Cards* and with all other accompanying documents.

Basic Card Applicant please sign here

D | D | M | M | Y | Y

X

Supplementary Cardmembership

If you wish to share the advantages of Cardmembership with a family member, close friend or business colleague aged 18 years or over, or take out another Card for your own use, simply complete this section, ensuring that each Supplementary Applicant signs in the space provided. The spending on each Supplementary American Express Card will be itemised separately on your monthly statement.

Please remember that the type of Supplementary Card/s available and fee/s payable will vary according to which American Express Card you have applied for. The currency you have chosen will apply to all Supplementary Cards:

The Green Card

- Supplementary Green Cards at US\$50/€50 each

The Gold Card

- Supplementary Gold Cards at US\$100/€100 each

The Platinum Card

- 1 Supplementary Platinum Card included
- Up to 4 Supplementary Gold and/or Green Cards included
- 1 Additional Platinum Card included

You will receive an Additional Card for yourself with your account (to separate personal and business expenditure, for instance). Please print your name as you would like it to appear on the Additional Card. The Additional Card is only available for the Platinum Basic Card Applicant.

_____ A • C

To apply for further Supplementary Cards, please complete the separate Supplementary Card Application form available from your Relationship Manager.

Supplementary Card Applicant Details

Please indicate type of Supplementary Card required:

A The Green Card B The Gold Card C The Platinum Card

Title: Mr Mrs Miss Other

First names: _____

Family name: _____

Relationship to Cardmember: _____

Date of birth: D | D | M | M | Y | Y

Nationality: _____

Please provide a copy of proof of your identity. Select the type of document and enter the document number:

Passport Drivers licence ID Card

Document number: _____

Please give your permanent home address (including country and postal code)

Address: _____

City: _____

Country: _____

Postal code: _____

Home tel number: _____
(inc. country & area code)

Mobile tel number: _____
(inc. country code)

Please PRINT your name as you wish it to appear on the Supplementary Card in no more than 20 letters and spaces (initials for first names are acceptable).

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of:

Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargés d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

Please tick if 'Yes'

If you answered yes to any of the above, please state:

Title of role: _____

Name of the organisation: _____

Country of the organisation: _____

If a close associate, give names and relationship to you:

If you answered yes, we may contact you on one of the numbers to finalise your application.

I accept joint and several liability with the Basic Cardmember for all charges incurred on the Supplementary Card issued to me. I agree to be bound by the terms of this application and the Cardmember Agreement which will accompany the Card when issued. By signing below, I confirm that I have read and agree to all the terms and conditions, including the paragraphs referring to personal information contained on this application form.

Signature of Supplementary Card Applicant

D | D | M | M | Y | Y

X

Offshore Corporate Entity Details

OCE name:

OCE registration number (if any):

Registered office address:

City:

Country:

Postal code:

Business address:

City:

Country:

Postal code:

OCE Tel number: (inc. country & area code)

Nature of business activity:

Date OCE formed: D | D | M | M | Y | Y Number of employees:

If a subsidiary OCE, please state name of parent company:

Offshore Corporate Entity (OCE) Financial Details

The OCE must supply details of a bank account at the Basic Applicant's bank.

Bank name:

Address:

City:

Country:

Postal code:

I agree that the balance on my American Express Card Account will be debited each month from the Bank Account named below. The nominated account must be in the same currency as your Card Account.

Name on OCE bank account:

OCE bank account:

Bank branch code:

Please send my statements to the following address:

Residential Bank

Directors

Please provide details of all current Directors. Should there be more than two, please attach further details

Director One

First names:

Family name:

Please give your **permanent home address** (including country and postal code)

Address:

City:

Country:

Postal code:

Date of birth: D | D | M | M | Y | Y

Nationality:

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of:

Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargés d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

Please tick if 'Yes'

If you answered yes to any of the above, please state:

Title of role:

Name of the organisation:

Country of the organisation:

If a close associate, give names and relationship to you:

If you answered yes, we may contact you to finalise your application

Director Two

First names:

Family name:

Please give your **permanent home address** (including country and postal code)

Address:

City:

Country:

Postal code:

Date of birth: D | D | M | M | Y | Y

Nationality:

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of:

Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargés d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

Please tick if 'Yes'

If you answered yes to any of the above, please state:

Title of role:

Name of the organisation:

Country of the organisation:

If a close associate, give names and relationship to you:

If you answered yes, we may contact you to finalise your application.

Beneficial Ownership

I as basic applicant declare that the assets used to settle the American Express Card Account:

- belong exclusively to me as basic card applicant
- belong exclusively to the supplementary card applicant
- belong jointly to me and the supplementary card applicant
- belong to the OCE comprising ownership by the beneficial owners below:

Please provide details of the beneficial owners of the OCE:

Beneficial Owner One

First names:

Family name:

Please give your **permanent home address** (including country and postal code)

Address:

City:

Country:

Postal code:

Date of birth:

Nationality:

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of: Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargés d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

Please tick if 'Yes'

If you answered yes to any of the above, please state:

Title of role:

Name of the organisation:

Country of the organisation:

If a close associate, give names and relationship to you:

If you answered yes, we may contact you to finalise your application.

Beneficial Owner Two

First names:

Family name:

Please give your **permanent home address** (including country and postal code)

Address:

City:

Country:

Postal code:

Date of birth:

Nationality:

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of: Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargés d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

If you answered yes to any of the above, please state:

Please tick if 'Yes'

Title of role:

Name of the organisation:

Country of the organisation:

If a close associate, give names and relationship to you:

If you answered yes, we may contact you to finalise your application.

Beneficial Owner Three

First names:

Family name:

Please give your **permanent home address** (including country and postal code)

Address:

City:

Country:

Postal code:

Date of birth:

Nationality:

In the last year, have you or a family member or close associate (including anyone with a close business relationship, eg joint ownership of company, partnership, or anyone benefiting from any company/other entity you own) held the position of:

Head of state, minister, deputy or assistant minister? Member of parliament? Member of Supreme Court, of a constitutional court or other high-level judicial body? Member of court of auditors or of the Board of the Central Bank? Ambassador, chargés d'affaire or high-ranking officer in the armed forces? Member of the administrative, management or supervisory bodies of a state-owned enterprise?

Please tick if 'Yes'

If you answered yes to any of the above, please state:

Title of role:

Name of the organisation:

Country of the organisation:

If a close associate, give names and relationship to you:

If you answered yes, we may contact you to finalise your application.

To be completed by the Applicant

Declaration

I confirm that all of the information provided by me is true and accurate and I have authorisation to enter into this agreement on behalf of the OCE.

Basic Card Applicant please sign here

X

To be completed by the Bank

Bank Contact Details

RM name:

Bank name:

RM Tel number:
(inc. country & area code)

RM Email:

Verification of Applicant's Information

The Bank confirms that the 'OCE' and each applicant is known to it, that all the information supplied in this form is true and accurate, that ID supplied or held on the Bank's file pending forward transmission is a true copy of the original and that payments to the Card account will be made from an account at the Bank in the name of the 'OCE' as specified in this application*.

Bank official stamp

IMPORTANT. Have you provided:

- A copy of the Basic Applicant's proof of identity and signature (copy of passport or identity card)
- Two signatures from the bank
- A Bank Guarantee, if applicable
- If there is a Supplementary Applicant, their proof of identity

*The Bank acknowledges that American Express is placing reliance upon the information disclosed in this application form.

Internal use only

<input type="checkbox"/> A	<input type="checkbox"/> F
<input type="checkbox"/> B	<input type="checkbox"/> G
<input type="checkbox"/> C	<input type="checkbox"/> H
<input type="checkbox"/> D	<input type="checkbox"/> I
<input type="checkbox"/> E	<input type="checkbox"/> J <input type="text"/>
	<input type="checkbox"/> K <input type="text"/>

To be completed by the Bank

Bank Authorised Signatures (must be two)

1

Full name:

Position in Bank:

Contact Tel number:
(inc. country & area code)

Contact Email:

Bank authorised signature

D | D | M | M | Y | Y

X

2

Full name:

Position in Bank:

Contact Tel number:
(inc. country & area code)

Contact Email:

Bank authorised signature

D | D | M | M | Y | Y

X

Bank Information Only

Please send this completed application form to:
American Express Services Europe Limited
International Consumer Card – New Accounts
 Dept 76
 Edward Street
 Brighton
 BN88 1AH

Alternatively, fax the completed application form to: +44 (0) 1273 667 135.

IMPORTANT - YOUR PERSONAL INFORMATION

Before signing this Application, it is important that you and any Supplementary Applicant read this paragraph and the section entitled "Privacy" below, which together describe how we collect and use information about you and any Supplementary Applicant for the purpose of processing your application and providing you and any Supplementary Applicant with the Card service and other appropriate products and services. By signing this Application, you and any Supplementary Applicant agree that for the purpose of processing it, American Express may:

- a carry out credit checks with credit reference agencies by disclosing the information provided by you to such agencies, who will retain records of such checks that may be used by other organisations in assessing applications from you and members of your household for credit or other facilities and for preventing fraud and tracing debtors;
- b check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, this will be recorded, which records may be used by us and other organisations to help make decisions about credit and credit-related services for you and members of your household, help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household, trace debtors, recover debt, prevent fraud and manage your Accounts or insurance policies;
- c check your identity to prevent money laundering;
- d use various statistical methods (including the results of any credit checks made) to assist in evaluating your creditworthiness in deciding whether to issue a Card to you; and
- e contact your employer, bank, building society or any referee approved by you to obtain relevant information to assess this Application.

1. INTRODUCTION

This document and the application form you have completed makes up the entire agreement for your account with us (called your *account*). It replaces any previous terms provided to you for your *account*. Your use of your *account* is governed by this agreement. You can request a further copy of this agreement for free at any time during the term of the agreement. This agreement and all communications between us concerning this agreement shall be in English.

You and your means the person who applied for this *account*;

We, us and our means American Express Services Europe Limited (Registered Address at Companies House: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK. Registered Number at Companies House: 1833139) and any holding, subsidiary or affiliated companies and licensees taking part in the American Express Card service;

Card means any US Dollar, Euro or Sterling Card or other *account* access device we issue for the purpose of accessing your *account*;

Charge(s) means all transactions made using a Card or otherwise charged to your *account*, and includes cash advances, travellers' cheques, purchases, fees, commissions, taxes and all other amounts you have agreed to pay us or are liable for under this agreement. A Supplementary Cardmember is jointly and severally liable with you for all charges made by that Supplementary Cardmember.

By using your *account* (or by signing and keeping the Card), you and any Supplementary Cardmembers agree to the terms of this agreement.

Please read this agreement thoroughly and keep it for your reference. It is your responsibility and you agree to ensure that any Supplementary Cardmembers are aware of these terms. Please see the "Supplementary Cardmembers" section of this agreement for additional details.

This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the "Limitation of Liability" section of this agreement for additional details. This agreement shall be open ended.

2. USE OF THE CARD/CODE(S)

2.1 You agree that your *account* will be debited when you present your Card for payment to a merchant and either you enter your code or sign for your purchase. For online, telephone or mail order purchases, you agree to the transaction when you provide your Card number and related Card/account details and you follow the merchant's instructions for processing your payment. You may also be deemed to consent to a transaction in any agreement you enter into with a merchant in which an amount is specified in such agreement and you have authorised the merchant to debit your Card for the transaction. In your dealings with us, you may also verbally consent or confirm your agreement to all or part of a charge after a charge has been submitted. You or a Supplementary Cardmember cannot cancel charges once they have been authorised.

2.2 You agree that we will consider your instruction for paying a merchant to be made on the date when you must make any payment to us in relation to a Card transaction appearing on your statement. This does not affect the date on which the merchant is paid (which is agreed separately with the merchant), the validity of using your Card as means of payment when you authorise the Card transaction, or the fact that you are obliged to pay us for the transaction when you authorise it.

2.3 To prevent misuse of your *account*, you must ensure that you and any Supplementary Cardmembers:

- 2.3.1 sign the Card in ink as soon as received;
 - 2.3.2 keep the Card secure at all times;
 - 2.3.3 regularly check that you still have the Card in your possession;
 - 2.3.4 do not let anyone else use the Card;
 - 2.3.5 ensure that you retrieve the Card after making a charge; and
 - 2.3.6 never give out your Card details, except when using the Card in accordance with this agreement.
- 2.4 To protect your PIN (personal identification number), telephone codes, on-line passwords and any other codes used on your *account* (called codes), you must ensure that you and any Supplementary Cardmembers:
- 2.4.1 memorise the code;
 - 2.4.2 destroy our communication informing you of the code (if applicable);
 - 2.4.3 do not write the code on the Card;
 - 2.4.4 do not keep a record of the code with or near the Card or account details;
 - 2.4.5 do not tell the code to anyone;
 - 2.4.6 if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
 - 2.4.7 Take care to prevent anyone else seeing the code when entering it into an automatic teller machine (called ATM) or other electronic device.

3. PERMITTED USES

3.1 You may use your *account*, subject to any restrictions set out in this agreement, to pay for goods and services from merchants who accept the Card (called merchants). Here are some examples:

- 3.1.1 using your Card to pay for goods and services by presenting the Card to a merchant and complying with their request to sign or enter a code; and
- 3.1.2 using your Card or the *account* to pay for goods and services ordered from a merchant by telephone, internet or mail.

3.2 If we agree, you may also use your *account* to obtain cash advances. For example, you may obtain cash advances at any ATM that accepts the Card.

3.3 If permitted by the merchant, you may return to the merchant goods or services obtained using your *account* and receive a credit to your *account*.

3.4 If you use the Card to buy insurance, you must authorise us to pay premiums for you. We will charge these amounts to your *account*. You must tell us and the insurer in writing if you want to cancel your policy or do not renew the policy. If you are due a refund, this will be handled by us in the normal way.

4. PROHIBITED USES

4.1 You must not:

- 4.1.1 give your Card or *account* number to others or allow them to use your Card or *account* for charges, identification or any other purpose;
- 4.1.2 return goods or services obtained using your *account* for a cash refund;
- 4.1.3 use your Card to obtain cash from a merchant for a charge recorded as a purchase;
- 4.1.4 obtain a credit to your *account* except by way of a refund for goods or services previously purchased on your *account*;
- 4.1.5 use your *account* if you are bankrupt or insolvent or if you do not honestly expect to be able to pay your balance on your next statement;
- 4.1.6 use your Card if it is found after having been reported to us as lost or stolen;
- 4.1.7 transfer balances from another account with us to pay your *account*;
- 4.1.8 use your *account* if your Card has been suspended or cancelled or after the valid date shown on the front of the Card;
- 4.1.9 use your *account* for an unlawful purpose, including the purchase of goods or services prohibited by the laws of England or any other country where the Card is used or where the goods or services are provided; or
- 4.1.10 use your *account* to purchase anything from a merchant that you or any Supplementary Cardmember or any third party related to you have any ownership interest in, excluding shares quoted on a recognised stock exchange.

4.2 It is your responsibility to ensure that there is no prohibited use of your *account* by you and any Supplementary Cardmembers. You will be responsible for any prohibited use of your *account* even if we did not prevent or stop the prohibited use.

5. STATEMENTS

5.1 We will send or make available to you statements of account (called statements) periodically and at least once a month if there has been any *account* activity. In any event we will send or make available to you a statement at least once every 12 months. Each statement will show important information about your *account*, such as the outstanding balance on the last day of the statement period (called the closing balance), the payment due, the payment due date, the currency conversion rate and applicable fees and will include charges made by you and any Supplementary Cardmembers. We reserve the right to make some *account* data available to you on request once a month, and in such case, we will notify you in your statement.

5.2 Always check each statement for accuracy and contact us as soon as possible if you need more information about a charge on any statement. If you have a question about or a concern with your statement or any charge on it, inform us immediately. We will expect this to be within 1 month of receipt of your statement and if you do not query a charge that you believe is unauthorised or inaccurate within this period, or up to 13 months in exceptional circumstances, you will be liable for the unauthorised charge. If we request, you agree to promptly provide us with written confirmation of your question or concern and any information we may require that relates to your question or concern.

5.3 If you are enrolled in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements that we provide to you will apply and form part of this agreement.

5.4 You agree we may send you notices, including notices of variation of this agreement with your statement (whether online or paper copy).

6. FEES

6.1 The fees and commissions that apply to your *account* are set out below. You agree to pay these fees and commissions and you authorise us to charge them to your *account* when due.

TYPES OF FEES	FEES: US DOLLAR CARDS (US\$)	FEES: EURO CARDS (€)	FEES: STERLING CARDS (£)
A maximum Card Membership Annual Fee is payable annually beginning on the first statement after the Card is issued and then at the beginning of each membership year. A membership year starts on the anniversary of Card membership and ends on the day before the next anniversary of Card membership, (called Card anniversary date). Cash advances and fees and commissions are not included in the calculation of purchases.	For: The American Express Green Card, US\$100; The American Express Gold Card, US\$300; The Platinum Card, US\$550; The Centurion Card, US\$2,800; The Green Business Card, US\$100; The Gold Business Card, US\$300	For: The American Express Green Card, €100; The American Express Gold Card, €300; The Platinum Card, €550; The Centurion Card, €2,800; The Green Business Card, €100; The Gold Business Card, €300	For: The American Express Green Card, £60; The American Express Gold Card, £95; The Platinum Card, £300; The Centurion Card, £1,800; The Green Business Card, £50; The Gold Business Card, £95.
A Supplementary Card Annual Fee is payable annually at the beginning of each membership year for each Supplementary Card we issue at your request beyond those offered as part of your Card membership annual fee.	For: The American Express Green Card, US\$50; The American Express Gold Card, US\$100; The Platinum Card, US\$275; The Centurion Card, US\$1,400; The Green Business Card, US\$50; The Gold Business Card, US\$100	For: The American Express Green Card, €50; The American Express Gold Card, €100; The Platinum Card, €275; The Centurion Card, €1,400; The Green Business Card, €50; The Gold Business Card, €100	For: The American Express Green Card, £17.50; The American Express Gold Card, £35; The Platinum Card, £170; The Centurion Card, £650; The Green Business Card, £35; The Gold Business Card, £35.
A Late Payment Fee is payable in the event that you delay or omit the payment of any charges due in respect of your <i>account</i> .	(i) 3% or US\$25 (whichever is higher) on all amounts you still owe after 30 days from your statement date; and (ii) 1.5% or US\$15 (whichever is higher) to be charged on all amounts you still owe after 45 days from your statement date; and (iii) 1.5% or US\$15 (whichever is higher) to be charged each month on all amounts you still owe after 60 days from your statement date	(i) 3% or €25 (whichever is higher) on all amounts you still owe after 30 days from your statement date; and (ii) 1.5% or €15 (whichever is higher) to be charged on all amounts you still owe after 45 days from your statement date; and (iii) 1.5% or €15 (whichever is higher) to be charged each month on all amounts you still owe after 60 days from your statement date.	(i) £12 in respect of all amounts you still owe after 30 days from the <i>account</i> statement date; and (ii) £12 to be charged in respect of all amounts you still owe after 45 days from the <i>account</i> statement date; and (iii) £12 to be charged each month in respect of all amounts you still owe after 60 days from the <i>account</i> statement date;
A Return Payment Fee is payable if you pay us with a cheque or direct debit and your bank does not honour the cheque or the direct debit, we will charge you to cover costs we incur.	US\$25	€25	£12
A Statement Copy Fee is payable if you request copies of statements, for each copy provided, or if you have elected electronic statements, you request any paper statement copies.	US\$4	€3	£2
A Cash Advance Fee of the amount of any cash you request is payable. A fee may also be charged by the provider of any ATM you use in obtaining cash.	US\$4 or 4% (whichever is the greater)	€4 or 4% (whichever is the greater)	£3 or 3% (whichever is the greater)
A Rewards Fee is payable in advance on enrollment and then annually for participation in the Membership Rewards® programme. Please refer to the separate Membership Rewards agreement for full details of your programme.	US\$35.25	€35.25	£23
A Cheque Handling Fee is payable if you pay us with a cheque drawn on a bank account outside: (i) the USA, UK or Switzerland or which are not in US Dollars for US Dollar Card; or (ii) the UK or Switzerland or countries in which the Euro is not the official currency, or which are not denominated in € for Euro Cards.	US\$25	€25	Not Applicable
An annual Government Stamp Duty Fee is payable only in the Republic of Ireland.	Not Applicable	€30	Not Applicable

6.2 If you make a charge in a currency other than Pounds Sterling, we will apply a currency conversion rate to the charge, increased by 3.0% for US Dollar Cards, 2.7% for Euro Cards or 2.99% for Sterling Cards or as otherwise disclosed by us. Please see the "Charges Made in Foreign Currencies" section of this agreement.

6.3 If we refer your *account* to a collection agency (which may be a firm of solicitors), we will also charge you for any costs that we have to pay in recovering any amount you owe us and any costs that the agency incurs in trying to recover any outstanding amount on our behalf. We will continue to add late payment charges, to the amount you owe, until you have paid the amount you owe. You must pay late payment charges after, as well as before any judgement, if the case is taken to court.

7. RIGHT TO CHANGE FEES AND COMMISSIONS

7.1 We reserve the right to change the circumstances in which any of the fees or commissions on your *account* are charged and the amount of those fees or commissions. We will provide notice of any change in accordance with the "Changes" section of this agreement.

7.2 You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the "Changes" section of this agreement.

8. LIABILITY

8.1 You are liable and promise to pay to us when due all amounts outstanding on your *account* which includes paying:

8.1.1 *charges* on all *Cards* issued to you and to any *Supplementary Cardmembers* and even after *Cards* have been cancelled and this agreement has been ended;

8.1.2 *charges* made by any other person if you or any *Supplementary Cardmember* allowed them to use your *account*;

8.1.3 *charges* made in breach of this agreement or fraudulently by you or permitted by you or any *Supplementary Cardmember*; and

8.1.4 unauthorised *charges* related to a lost or stolen *Card* or *code* being used by an unauthorised person under the circumstances and within the limits set out in the "Lost/Stolen *Cards*, Incorrectly Executed Transactions and Misuse of Your *Account*" section of this agreement.

8.2 Any *Supplementary Cardmember* is jointly and severally liable with you to pay to us when due all *charges* on this *account* made by that *Supplementary Cardmember*.

9. CHARGE APPROVAL

9.1 Unless we inform you of a pre-set spending limit, each *charge* is approved based on the expense level and credit history of all of your *accounts* established with us, our subsidiaries and affiliates and/or licensees, as well as on your credit history with other financial institutions and your personal resources and income known by us.

9.2 We may at our discretion decide and inform you of a temporary spending limit applicable to your *account* which is the maximum amount which can be outstanding at any time on your *account* (including use by any *Supplementary Cardmembers*). You agree to manage your *account* so that *charges* billed to your *account* do not exceed the spending limit.

10. CARD IS OUR PROPERTY

Although you and any *Supplementary Cardmember* use *Cards* on your *account*, all *Cards* remain our property at all times. You may be asked to return the *Card* to us or anyone we ask to take it on our behalf, including *merchants*. We may also inform *merchants* that your *Card* is no longer valid.

11. PAYMENTS (see table opposite)

11.1 Payments are due and payable to us immediately upon request, or receipt by you of our *statement*. You will be deemed to have received each *statement* on the 7th day following dispatch by us or upon its actual receipt, whichever is the earlier.

11.2 Payments may be made by any of the methods set out in the table opposite and in accordance with any additional instructions and requirements regarding your payments as set out in your *statement* or that we inform you.

11.3 US Dollar Cards

11.3.1 You must pay us in US Dollars.

11.3.2 If you pay in any currency other than US Dollars, we may refuse to accept it. If we do accept payment in another currency, we will change it into US Dollars at the standard rate we set on the date we receive the payment. In this case, or if you pay using a cheque drawn on a bank account outside the UK, there may be a delay before the amount is credited to your *account*.

11.4 Euro Cards

11.4.1 You must pay us in Euros.

11.4.2 If you pay in any currency other than Euros, we may refuse to accept it. If we do accept payment in another currency, we will change it into Euros at the standard rate we set on the date we receive the payment. In this case, or if you pay using a cheque drawn on a bank account outside the UK, there may be a delay before the amount is credited to your *account*.

11.5 Sterling Cards

11.5.1 You must pay us in Pounds Sterling.

11.5.2 If you pay in any currency other than Pounds Sterling, we may refuse to accept it. If we do accept payment in another currency, we will change it into Pounds Sterling at the standard rate we set on the date we receive the payment. In this case, or if you pay using a cheque drawn on a bank account outside the UK, there may be a delay before the amount is credited to your *account*.

11.6 Payments will be credited to your *account* when received, cleared and processed. Any time periods that we may provide are estimates only and are dependent on the payment system and service provider you choose to make payment. Please make sure that you allow sufficient time for us to receive, clear and process payments by the payment due date even if the payment due date falls on a weekend or public holiday. This includes mailing time for payments sent by mail and processing time for payments made using payment services offered by participating financial institutions which you should check with the financial institution.

11.7 We are not responsible for any delays in receiving and processing payments and you must pay any charges which may apply.

11.8 If you choose to pay by direct debit, you agree that any specific terms that we provide to you at enrolment will apply and form part of this agreement.

11.9 Third parties involved in the sending or processing of payments such as postal authorities or financial institutions are not our agents and their receipt of a payment will not be considered a payment received by us.

11.10 We may, but are not obligated to, provide an additional grace period following the payment due date.

12. ALLOCATION OF YOUR PAYMENTS

12.1 We will normally apply payments to your *account* in the following order:

12.1.1 applicable delinquency charges, *cash advances* withdrawals, linked credit account minimum dues, if any, purchases, in that order;

12.1.2 annual *Cardmembership* fees;

12.1.3 other fees charged by us that appear as a separate item on your monthly *statement*, for example, *statement* reprint fees, annual *Cardmembership* fee and;

12.1.4 *charges*, other than those above, service fees, that have appeared on a monthly *statement*.

12.2 For servicing, administrative, systems or other business reasons, we may apply payments to your *account* in some other order or manner that we may determine in our discretion. You agree that we may do so in a way that is favourable or convenient to us.

13. CHARGES MADE IN FOREIGN CURRENCIES

13.1 US Dollar Cards

If you make a *charge* in a currency other than US Dollars that *charge* will be converted into US Dollars. The conversion will take place on the date the *charge* is processed by us, which may not be the same date on which you made your *charge* as it depends on when the *charge* was submitted to us.

13.2 Euro Cards

If you make a *charge* in a currency other than Euro, that *charge* will be converted into Euro. The conversion will take place on the date the *charge* is processed by us, which may not be on the same date which you made your *charge* as it depends on when the *charge* was submitted to us. If the *charge* is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the U.S. Dollar amount into Euro. If the *charge* is in U.S. Dollars, it will be converted directly into Euro.

13.3 Sterling Cards

If you make a *charge* in a currency other than Pounds Sterling that *charge* will be converted into Pounds Sterling. The conversion will take place on the date the *charge* is processed by us, which may not be the same date on which you made your *charge* as it depends on when the *charge* was submitted to us. If the *charge* is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the *charge* amount into U.S. dollars and then by converting the U.S. dollar amount into Pounds Sterling. If the *charge* is in U.S. dollars, it will be converted directly into Pounds Sterling.

13.4 US Dollar, Euro & Sterling Cards

13.4.1 Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date (called *reference exchange rate*), increased once by 3.00% for US Dollar *Cards*, 2.7% for Euro *Cards* and 2.99% for Sterling *Cards* or as otherwise disclosed by us. If *charges* are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.

PAYMENT METHODS					
Payment Method	Dollar Card	Euro Card	Sterling Card	Estimated Time Frames (which includes time for your bank to pay us)	Payment will be credited to the account:
Direct Debit (If Applicable)				Payment will be collected approximately 14 days after your <i>statement</i> date. Ensure sufficient funds are in your financial institution <i>account</i> on the payment collection date.	When payment is received and processed by us.
Bank Transfer	Account Name: American Express Services Europe Limited Bank A/C Number: 358202339001 Swift No: SCBLUS33 Beneficiary Bank: Standard Chartered Bank One Madison Avenue New York NY 10010 Reserve Bank ABA Code: 026002561 Federal CHIPS Participant Code: 0256 Payment Reference: Please state your Card number starting 3745	Account Name: American Express Services Europe Limited Bank A/C Number: 180 992 05 IBAN Number (International Bank Acct No.): DE285 12305000018099205 Swift Number: SCBLDFXX Beneficiary Bank: Standard Chartered Bank Germany Franklinstrasse 46-48 60486 Frankfurt, Germany Payment Reference: Please state your Card number starting 3743	Not Applicable	Allow 3-5 working days for payment to be received on your <i>account</i> .	When payment is received and processed by us.
Cheque	Send us a US Dollar Cheque with a remittance advice slip to: American Express Services Royal Avenue Widnes, United Kingdom, WA88 1AH Please include the bank account number and account number on the front of the cheque.	Send us a Euro Cheque with a remittance advice slip to: American Express Services Royal Avenue, Widnes United Kingdom, WA88 1AH Please include the bank account number and account number on the front of the cheque.	Send us a sterling Cheque with a remittance advice slip to: American Express Services Royal Avenue Widnes, United Kingdom, WA88 1AH Please include the bank account number and account number on the front of the cheque.	Allow 3-5 working days for receipt of cheque for payment to be received on your <i>account</i> .	When payment is received and processed by us.
By Hand	Hand deliver your cheque to your American Express Travel Agency location.	Hand deliver your cheque to your American Express Travel Agency location.	Hand deliver your cheque to your American Express Travel Agency location.	Allow up to 14 days for payment to be received on your <i>account</i> .	When payment is received and processed by us.
By Bank Arrangement	You can arrange for your bank to settle your <i>account</i> by completing our bank arrangement form.	You can arrange for your bank to settle your <i>account</i> by completing our bank arrangement form.	You can arrange for your bank to settle your <i>account</i> by completing our bank arrangement form.	Allow 3-5 working days for payment to be received on your <i>account</i> .	When payment is received and processed by us.
Online	Not Applicable	Not Applicable	Pay online at www.americanexpress.co.uk using your debit card.	Allow 2 working days for payment to be received on your <i>account</i> .	When payment is received and processed by us.

13.4.2 The *reference exchange rate* is set daily. You agree that any changes in the *reference exchange rate* will be applied immediately and without notice to you. Please note that the rate charged is not necessarily the rate available on the date of your transaction as the rate applicable is determined by the date on which the *merchant* submits a *charge* which may not be the date on which you authorise the transaction. Fluctuations can be significant. The *reference exchange rate* may be found on our website (www.americanexpress.co.uk) or you may contact us by telephone or email to obtain the rate.

14. SUPPLEMENTARY CARDMEMBERS

14.1 At your request, we may issue a *Card* on your *account* to another person (called a *Supplementary Cardmember*). We may limit the number of *Supplementary Cards* issued on one *account*.

14.2 We generally do not provide copies of agreements, *statements*, notices and other *communications* to a *Supplementary Cardmember*.

14.3 Please see the "Liability" section of this agreement regarding the liability of a *Supplementary Cardmember* for *charges* made by that *Supplementary Cardmember*.

14.4 You agree and are responsible to ensure that each *Supplementary Cardmember* reads, understands and complies with this agreement and any notices and other *communications* that we may send to you.

14.5 To cancel a *Supplementary Card*, please see the "Default/Closing Your *Account*" section of this agreement.

15. CASH ADVANCES

15.1 If we permit you to obtain *cash advances* with your *Card*, then:

15.1.1 you must enrol and obtain a *code* to access *ATMs* that accept the *Card*;

15.1.2 we may impose limits and restrictions on *cash advances* such as the minimum and maximum limits that apply to *cash advances* for each transaction, day, *statement* period or otherwise;

15.1.3 participating financial institutions and *ATM* operators may also impose their own limits and restrictions on *cash advances* such as limits on the number of *cash advances*, the amount of each *cash advance* and access to and available services at *ATMs*;

15.1.4 we reserve the right, without cause and without providing any notice to you, to terminate your access to *ATMs*, even if your *account* is not in default;

15.1.5 fees apply as set out in the "Fees" section of this agreement and the *ATM* provider may also charge a fee; and

15.1.6 you must comply with any additional terms and conditions that we provide to you.

16. RECURRING CHARGES

16.1 You or a *Supplementary Cardmember* may authorise a *merchant* to bill your *account* at regular intervals for goods or services (called *recurring charges*).

16.2 A *replacement* or new *Card* (called a *replacement Card*) may be issued to you if your *Card* is lost, stolen, damaged, cancelled, renewed or switched to a different *Card* type. Your *Card* may also be cancelled or no further *charges* permitted without a *replacement Card* being issued (called a *cancelled Card*).

- 16.3 In order to avoid potential disruption of *recurring charges* and the provision of goods or services by the *merchant* in the case of a *replacement Card* or *cancelled Card*, it is always your responsibility to contact the *merchant* and provide *replacement Card* information or make alternate payment arrangements.
- 16.4 You and any *Supplementary Cardmembers* (for their own *charges*) agree to be responsible for any *recurring charges* that may continue to be charged to your *account* from a *Card* that has been replaced or cancelled. *Recurring charges* may be automatically charged to a *replacement Card* without notice to you.
- 16.5 Please note that we do not provide *replacement Card* information (such as *Card* number and *Card* expiry date) to the *merchant*.
- 16.6 To stop *recurring charges* being billed to your *account*, you must have the right to do so by law or under your arrangement with the *merchant* and you must advise the *merchant* in writing or in another way permitted by the *merchant*, to stop billing *charges* to your *account*.
- 16.7 If we permit, you or a *Supplementary Cardmember* may authorise us or our agent to enrol you with a *merchant* for *recurring charges*. You will remain responsible to make other payment arrangements until the *recurring charges* begin to be applied to your *account*. We are not responsible for any failure to enrol your *account* for *recurring charges* or if the *merchant* fails to charge your *account*. The paragraph above which deals with stopping *recurring charges* also applies if you or a *Supplementary Cardmember* uses our enrolment services.
- 17. AUTHORISATION**
- 17.1 We may require *charges* to be authorised by us before they are accepted by a *merchant*.
- 17.2 Even though your *account* may not be in default, we may refuse any request for authorisation of a *charge*, for example, due to technical difficulties, fraud, your inability to pay your *account* in full and on time and/or other related reasons. Where possible, we may provide you at your request, our reasons for any refusal for authorisation. You may contact us on +44 (0) 1273 868 900.
- 18. REPLACEMENT CARDS**
- You authorise us to send you and any *Supplementary Cardmembers* a *replacement Card* before the current *Card* expires. You must destroy any expired *Cards* by cutting them up. For *Cards* made of titanium, please contact Centurion Services on +44 (0) 1273 576 453. This agreement as amended or replaced continues to apply to any *replacement Cards* we issue.
- 19. USE OF PERSONAL INFORMATION**
- 19.1 We will disclose information about you, your application for the *Card*, your *account* and *charges* on it (which may include details of goods and/or services purchased) to companies within the American Express group of companies worldwide (including other organisations who issue the *Card*), to companies who distribute the *Card*, to any other party whose name or logo appears on the *Card* issued to you, to any party authorised by you, to our processors and suppliers and to organisations who accept the *Card* in payment for goods and/or services purchased by you and obtain such information from those parties and we will also use such information in order to administer and service your *account*, process and collect *charges* on it, manage any benefits or insurance programmes in which you are enrolled and reconcile payments due by us to the above companies, processors, suppliers and organisations arising as a result of the issue of the *Card* to you and/or its use by you. Where you purchase goods and/or services on behalf of a third party, you confirm that you have obtained consent of that third party to the disclosure of his or her information to American Express for these purposes.
- 19.2 We, other companies within the American Express group of companies worldwide (including other organisations who issue the *Card*), companies who distribute the *Card* and other companies specifically selected by us will have access to and will use information about you, and how you use your *account* to develop lists for use within the American Express group of companies worldwide (including other organisations who issue the *Card*) and other select companies in order that we or these companies may develop or (unless you ask us not to) make offers to you (by mail, email, telephone, via the internet, or by SMS) of products and services in which you may be interested. The information used to develop these lists may be obtained from the Application form process, from information on where you use and what *charges* are on your *Card*, from surveys and research (which may involve contacting you by mail, email, telephone, via the internet, or by SMS) and from information obtained from external sources such as *merchants* or marketing organisations, to the greatest extent permitted by law.
- 19.3 We will exchange information about you and your *account* with credit reference agencies. If you owe us money and do not repay in full or on time, we may tell credit reference agencies who will record the outstanding debt. This information may be shared with other organisations in assessing applications from you and applications from any other party with a financial association with you for credit or other facilities and for preventing fraud and tracing debtors.
- 19.4 We will carry out credit checks whilst any money is owed by you on your *account* (including contacting your bank, building society or any referee approved by you) and disclose information about you and your *account* to collection agencies and lawyers for the purpose of collecting debts on your *account*.
- 19.5 We will carry out further credit checks, including at credit reference agencies, and analyse information about you and *charges* on your *account* to assist in managing your *account*, authorise *charges* on it and to prevent fraud or any other unlawful activity. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.
- 19.6 We will check your details with fraud prevention agencies. If false or inaccurate information is provided and we suspect any unlawful activity such as fraud or fraud is identified, this will be recorded, and we may pass details to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- 19.6.1 Checking details on applications for insurance, credit and credit related or other facilities; Managing credit, credit related accounts or facilities, and insurance policies;
- 19.6.2 Recovering debt;
- 19.6.3 Checking details on applications, proposals and claims for all types of insurance; or
- 19.6.4 Checking details of job applicants and employees
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- Please contact us at ICC New Membership, Department Number 4060, American Express Services Europe Ltd, Telecom House, 125-135 Preston Road, BRIGHTON, BN88 1TH, UK if you want to receive details of the relevant UK fraud prevention and credit reference agencies.
- 19.7 If you contact us by any electronic means, we may record any electronic identifier, including telephone numbers or internet protocol address, supplied at the time.
- 19.8 You have the legal right of access to your personal records held by credit and fraud prevention agencies. We will supply the names and addresses of the agencies we have used upon request to ICC New Membership, Department Number 4060, American Express Services Europe Ltd, Telecom House, 125-135 Preston Road, BRIGHTON, BN88 1TH, UK.
- 19.9 We will monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and account operation, and to assist, where appropriate, in dispute resolution.
- 19.10 We will link and/or consolidate with other companies within the American Express group of companies worldwide, information about you and your *account* with information about other products and services you maintain with the Group in order to manage, maintain and develop the Group's overall relationship with you, and to help the Group identify products and services in which you may be interested.
- 19.11 We will undertake all of the above within and outside the UK and the European Union. This includes processing your information in the USA in which data protection laws are not as comprehensive as in the European Union. When you travel or make foreign purchases by mail, email, telephone, or via the internet, American Express will also disclose to or access your information in other countries outside the European Union in which data protection laws may not be as comprehensive as in the European Union. In this case, American Express has taken appropriate steps to ensure the same level of protection for your information in the USA and other countries as there is in the European Union.
- 19.12 We will undertake all of the above in respect of any *Supplementary Cardmember* on your *account*. Where you have approved the issue of a *Supplementary Card*, you confirm that you have obtained the consent of the *Supplementary Cardmember* to disclose his or her information to American Express and process it for the above purposes.
- 19.13 We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately, completely and securely. In order to maintain the effectiveness and security of these systems, policies and procedures, it will be necessary from time to time to process your information for testing purposes.
- 19.14 If a *Card* is issued to you, we will send you details of how we protect your information. You will also be given the opportunity to have your name and address removed from any marketing programmes. Please write to us at American Express Services Europe Limited, Department 77, Amex House, Edward Street, Brighton, East Sussex BN88 1AH, UK, if you wish to opt out of marketing programmes.
- 19.15 We keep information about you for so long as is appropriate for the above purposes or as required by applicable law. If you ask, we will tell you what information we hold about you and provide it to you in accordance with applicable law. There may be a charge for this, as permitted by law. If you believe that any information we hold about you is incorrect or incomplete or if you wish to opt out of marketing programmes, you should write without delay to American Express Services Europe Limited, Dept. 2007, Amex House, Edward Street, Brighton, East Sussex BN88 1AH. Any information which is found to be incorrect or incomplete will be corrected promptly.
- 20. ADDITIONAL SERVICES**
- 20.1 We may make available additional services or discretionary benefits which will be subject to separate terms and conditions or summaries of benefits. Examples of services or benefits include discretionary insurance benefits, assistance services, rewards programs and *merchant* offers.
- 20.2 We may receive compensation from additional service providers and our compensation may vary by provider and product. Your *account* will be charged for any fees or premiums that may apply for services and benefits.
- 20.3 Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.
- 20.4 If your *account* is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.
- 21. LOST/STOLEN CARDS, INCORRECTLY EXECUTED TRANSACTIONS AND MISUSE OF YOUR ACCOUNT**
- 21.1 You must tell us immediately by telephone at +44 (0) 1273 868 900 if:
- 21.1.1 a *Card* is lost or stolen,
- 21.1.2 a *renewal Card* has not been received,
- 21.1.3 someone else learns a *code*,
- 21.1.4 you suspect that your *account* is being misused or a transaction is unauthorised, or
- 21.1.5 you suspect that a transaction has been processed incorrectly.
- 21.2 If a *Card* that you have reported lost or stolen is later found, you must destroy it and wait for a *replacement Card*.
- 21.3 Your maximum liability for any unauthorised *charges* on your *Card* or any *Supplementary Cardmember's Card* is US\$50 for US Dollar *Card*, €50 for Euro *Card* or £50 for Sterling *Card*, unless you or any *Supplementary Cardmembers*:
- 21.3.1 did not comply with this agreement (including the section "Use of Your Cards/Codes") intentionally or because you were grossly negligent; or
- 21.3.2 contributed to, were involved in, or benefited from the loss, theft or misuse, in which case you will be liable for the full amount of the unauthorised *charge*. For example, if you gave your *Card* and/or *codes* to another person to use or if you fail to take reasonable steps to keep your *Card's* security features safe, then you will be liable for the full amount of any unauthorised *charges*.
- 21.4 Provided that you or any *Supplementary Cardmembers* did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the *Card*, then you and any *Supplementary Cardmembers* will not be liable to us for any unauthorised *charges* once you have notified us.
- 21.5 You and any *Supplementary Cardmembers* agree to co-operate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and any *Supplementary Cardmembers* also agree that we may provide information to the authorities.
- 21.6 If there are errors in a transaction and this is our fault, we will reverse the *charge* and restore your *account* as if the transaction had not taken place. We reserve the right to resubmit the correct transaction amount.
- 21.7 If upon contacting us, you wish to dispute a transaction, we will initiate an inquiry and place a temporary credit on your *account* in the amount of the transaction. Once investigations are complete, we will adjust your *account* accordingly.
- 22. AUTHORISED TRANSACTIONS**
- 22.1 This section only applies to *charges* at *merchants* in the European Economic Area.
- 22.2 You can request a refund for a *charge* if at the time that you agreed to the *charge*, you did not know the exact amount of the transaction and the amount which appears on your *statement* is greater than the amount you reasonably expected.
- 22.3 You must submit your request for a refund within 8 weeks from the transaction date.
- 22.4 We will investigate your request for such a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the transaction. You must give us all the information you can about the circumstances of the transaction and we may give this information to other companies or people investigating the matter.
- 22.5 We will within 10 business days of us receiving from you complete information and documentation about your dispute including information we may require confirming that your dispute relates to a transaction falling within this section, either provide a refund or an explanation for our refusal to do so. We reserve the right to adjust your *account* accordingly.
- 23. CHANGES**
- 23.1 We may change any provision of this agreement at any time, including fees, commissions, how we apply payments and benefits and services associated with your *account* and changes affecting your payment obligations.
- 23.2 We will inform you at least 2 months in advance of any changes to the terms. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this agreement, you can end this agreement immediately and at no cost before the date on which the changes will take effect, by destroying or returning to us all *Cards* issued on your *account* and requesting closure of your *account*. You will be liable for all *charges* (including fees and late payment *charges*) up to the date you end this agreement.
- 23.3 If we have made a major change or a lot of minor changes in any one year, we may give you an updated copy of this agreement or a summary of the changes.
- 24. ASSIGNMENT**
- 24.1 We may assign, transfer or sell our rights, benefits or obligations under this agreement at any time to an American Express affiliate or to a third party and you consent to this without us having to notify you.
- 24.2 If we do so, or intend to do so, you and any *Supplementary Cardmembers* agree that we can give information about you and any *Supplementary Cardmembers* and your *account* to the third party or related party. Your statutory rights will not be affected.
- 25. SEVERABILITY**
- If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.
- 26. SUSPENSION**
- 26.1 We may immediately stop you or any *Supplementary Cardmember* from using the *Card* for security reasons, if we suspect unauthorised and/or fraudulent use or if we think you may not be able to pay your *account* in full and on time. In these cases we may notify you beforehand or immediately afterwards and we may provide you with the reasons for our decision.
- 26.2 This agreement will continue if we take either of these actions and you and any *Supplementary Cardmembers* will still be responsible for all *charges* on your *account*.
- 26.3 We will re-instate your right or the rights of any *Supplementary Cardmember* to use the *Card* or provide you or any *Supplementary Cardmember* with a new *Card* if the reasons mentioned in this clause for stopping you or any *Supplementary Cardmember* from using the *Card* no longer apply and this has been brought to our attention by you. You may contact us on +44 (0) 1273 868 900.
- 27. DEFAULT**
- 27.1 We may treat your *account* as being in *default* at any time in the event that you fail to comply with your obligations under this agreement such as failure to make any payment when it is due or if any form of payment is returned or not honoured in full.
- 27.2 We may also consider your *account* to be in *default* at any time if any *statement* made by you to us in connection with your *account* was false or misleading, you breach any other agreement that you may have with us or with any of our affiliates, or if bankruptcy or other creditor proceedings are threatened or initiated against you or we have any reason to believe that you may not be creditworthy.
- 27.3 The inclusion of previously billed minimum payments and/or any portion of dishonoured payments shown on a *statement* will not constitute a waiver by us of any default.
- 27.4 In the event of any default, you and any *Supplementary Cardmembers* will also be responsible for all reasonable costs incurred by us or our agents including collection, collection agency, and legal adviser fees and costs, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.
- 28. YOU MAY CLOSE YOUR ACCOUNT**
- 28.1 You may end this agreement at any time by paying off all amounts owing on your *account*, destroying or returning to us all *Cards* issued on your *account*, stopping use of your *account* and requesting the closure of your *account*.

- 28.2 We will only close your *account* when you have paid off all amounts you owe us. All fees and interest continue to accrue if outstanding balances exist on a *cancelled Card*. Any annual fee paid in respect of the year in which your *account* is closed, will, subject to the "Allocation of Your Payments" section of this agreement, be returned to you pro-rata taking into consideration the length of time until your next *Card anniversary date*. You or a *Supplementary Cardmember* can cancel a *Card* issued to a *Supplementary Cardmember* by informing us in writing. After we have received notice of cancellation, you and the *Supplementary Cardmember* will continue to be responsible for all *charges* on the *Supplementary Card* until you either destroy or return the *Supplementary Card* to us. We may help you get the *Supplementary Card* back, if this is appropriate.
- 29. WE MAY CLOSE YOUR ACCOUNT OR CANCEL ANY CARD**
- 29.1 We can end this agreement or cancel any or all *Cards* by giving you 2 months written notice. We may terminate immediately in the event of *default*. If we take such action, you and any *Supplementary Cardmembers* will still be obligated to pay all amounts owing on your *account*.
- 29.2 If we end this agreement you and any *Supplementary Cardmembers* must pay all money you owe us immediately, including unbilled *charges* that may not be shown on your last *statement*. We will only close your *account* when you have paid off all amounts you owe us.
- 29.3 If your *Card* is cancelled for any reason, all other *Cards* issued to you will be cancelled at the same time.
- 29.4 You and any *Supplementary Cardmembers* will continue to be responsible for all *charges* made using your *account*, including *recurring charges* until your *account* is no longer used and any *recurring charges* are stopped.
- 30. COMMUNICATING WITH YOU**
- 30.1 *Statements*, notices (which includes changes to this agreement), disclosures, additional copies of this agreement if requested and other communications (together called *communications*) will be sent to you electronically or in writing or made available online. You must maintain a valid mailing address and phone number in our records for your *account* (except as set out below).
- 30.2 We may give you the option of receiving *communications* electronically instead of by mail. If you enrol, you and any *Supplementary Cardmembers* agree that we may communicate to you by electronic means any *communications* for our products and services and all such *communications* will be considered to have been provided in writing.
- 30.3 If you enrol in an electronic *statement* service, you and any *Supplementary Cardmembers* agree that we may send the *statement* and any other *communication* (including changes to this agreement) by any lawfully permitted electronic manner, including e-mail, posting them on an American Express website, through links provided on a *statement* or other notice, by verbal communication through representatives working on behalf of American Express, or any combination of these or other means and you agree that it is your responsibility to access all such *statements* and other *communications*.
- 30.4 All mailed *communications* will be deemed received 8 business days after the date of the mailing unless you actually receive it earlier or when received in the case of a *communication* delivered by hand. All electronic *communications* that we provide including a *statement* will be deemed to be received on the day that we send the notification e-mail and/or post the electronic *communication* online even if you do not access the electronic *communication* for any reason.
- 30.5 You must inform us immediately if you change the address or other contact information (such as postal or e-mail address) you have given to us, including any changes to *Supplementary Cardmember* details. If we have been unable to deliver any *statements* or other *communications* or these have been returned, we will consider you in breach of this agreement and we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any *communication* (including a *statement*) if we send it to the address or in accordance with other contact information for your *account* appearing in our records or if we do not send the *communication* because previous *communications* have been undeliverable. You must inform us if you want an address or other contact information to apply to more than one account with us.
- 30.6 You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your *account*. You also agree to give us any additional information and support documentation that we request or as required by law.
- 31. NO WAIVER OF OUR RIGHTS**
If we fail to exercise any of our rights under this agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.
- 32. COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED**
- 32.1 If you have a complaint or problem with a *merchant* or any goods and services charged to your *account*, you must still pay all *charges* on your *account* and settle the dispute directly with the *merchant*
- 32.2 If you have any complaints about your *account* or the service you have received, please contact our Customer Relations Department at American Express UK, Department 77, Edward Street, Brighton, East Sussex, BN88 1AH, UK.
- 32.3 If you are unable to resolve your complaint with us and have received a final response from us confirming this, you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
- 33. ASSIGNMENT OF CLAIMS**
- 33.1 Although we may have no obligation to do so, if we credit your *account* in relation to your claim against a third party such as a *merchant*, you and any *Supplementary Cardmembers* are automatically deemed to have assigned and transferred to us, any rights and claims (excluding tort claims) that you and any *Supplementary Cardmembers* have, had or may have against any third party for an amount equal to the amount we credited to your *account*.
- 33.2 After we credit your *account*, you and any *Supplementary Cardmembers* agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your *account*.
- 33.3 You and any *Supplementary Cardmembers* also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting your *account* on any occasion does not obligate us to do so again.
- 34. GOVERNING LAW**
- 34.1 This agreement is governed by the laws of England and the courts of England shall have jurisdiction over all parties to the agreement. However, you agree that we can carry out collection proceedings in any country where you may be living.
- 34.2 You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the *Card* and *account*.
- 35. TAXES, DUTIES AND EXCHANGE CONTROL**
You and any *Supplementary Cardmembers* must pay any government tax, duty or other amount imposed by law in any country in respect of the *Card*, any *charge* on your *account* or any use of the *account* by you or any *Supplementary Cardmember*.
- 36. LIMITATION OF OUR LIABILITY**
- 36.1 We are not responsible or liable to you or any *Supplementary Cardmember* for:
- 36.1.1 any delay or failure by a *merchant* to accept the *Card*;
- 36.1.2 goods and services you charge to your *account*, including any dispute with a *merchant* about goods and services charged to your *account*;
- 36.1.3 any costs, damages or expenses arising out of our failure to carry out our obligations under this agreement if that failure is caused by a third party or because of a systems failure, data processing failure, industrial dispute or other action outside our control; and
- 36.1.4 loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.