

SECTION 4 – YOUR BUSINESS DETAILS CONTINUED

Surname

Home Address

Postcode

Date of Birth

SECTION 5 – BENEFICIAL OWNER

Please provide details of individual/s who own or control 25% or more of your business.

PERSON 1

Title (Please tick as applicable) Ms Miss Mrs Mr

First Name Middle Initials

Surname

Home Address

Postcode

Date of Birth

PERSON 2

Title (Please tick as applicable) Ms Miss Mrs Mr

First Name Middle Initials

Surname

Home Address

Postcode

Date of Birth

PERSON 3

Title (Please tick as applicable) Ms Miss Mrs Mr

First Name Middle Initials

Surname

Home Address

Postcode

Date of Birth

Are any of these beneficial owners a business? Yes No

SECTION 6 – YOUR BUSINESS BANK DETAILS

(We need your bank details to prevent fraud. This information will be kept securely and will not be used as a method of payment)

Name of Business Bank

Time with Bank/Building Society? Years Months

Business Name on Bank Account

Business Bank Sort Code -- --

Business Bank Account No

COMPLETING YOUR APPLICATION

(Please tick when completed)

- Have you completed all the information in full?
- Have you read and understood the terms and conditions?
- Have you signed and dated the application form?

Please return to:
 FreePost Plus RLTH-ZYYZ-ZXZA
 Department 3030
 American Express Card Services
 154-155 Edward Street
 Brighton
 BN88 1AH

No stamp required. Your application will be reviewed and you should expect to hear back from us within the next 10 working days.

APPLICANT'S DECLARATION:

The information I have given in this Application is true and correct. I am over 18 years of age. I request American Express Services Europe Limited ('American Express') to issue me with a Card billed in sterling, including any renewal and replacement Cards. I understand that the Basic Business Card has no cardmembership fee and that all transactions will be charged to my American Express Charge Card Account. American Express may decline this Application at its sole discretion.

By signing below I confirm that I have read and agreed to be bound by all the terms and conditions contained on the front and back of this Application and understand how you will use my Personal Information for the purpose of processing this Application as set out in the box at the top overleaf.

SIGNATURE OF CARD APPLICANT



SIGNATURE DATE OF SIGNATURE

American Express® Basic Business Card in Black and White

At American Express, we will endeavour to ensure that you are given important information in the clearest format possible. The following table gives a summary of the key features of your Card. For full details, please read the full terms and conditions.

SUMMARY BOX	
MONTHLY RATES	
Minimum Payment	You must pay all charges in full when you receive your Card account statement. You must pay us in sterling.
Card Fee	Basic Business Card has no annual fee
CHARGES	
Cash Advances	Not applicable
Copy Statements	£2 for an additional copy of each statement
Foreign Exchange	2.99% conversion commission
Late Payment Charges	a. In the event that you delay or omit the payment of any Charges due in respect of your Card account, we will apply the following charges for late payment of any amount you owe us: i) £12 in respect of all amounts you still owe after 30 days from the Card account statement date; and ii) £12 to be charged each month in respect of all amounts you still owe after 60 days from the Card account statement date; and iii) Collection agency fees should we have to pay to recover any amount owed. Late payment charges, to the amount you owe, will be added at the rate of £12 each month, until you have paid the amount you owe. b. £12 if your bank does not honour a cheque or the direct debit payment.

AMERICAN EXPRESS CHARGE CARDMEMBER AGREEMENT

1. INTRODUCTION

This document, the application form you have completed and the Cardmembership Fee Schedule (applicable to premium business cards only) make up the entire agreement for your account with us (called the agreement). It replaces any previous terms provided to you for your account. Your use of your account and your card is governed by this agreement. Please read this agreement thoroughly and keep it for your reference. You can request a further copy of this agreement free of charge at any time during the term of this agreement. This agreement and all communications between us concerning this agreement shall be in English.

Your card allows access to your account and any card benefits provided in connection with a card. However your card is separate from your account. You may choose to apply for a card with certain card benefits (called a premium business card). A card without benefits is also available (called a basic business card) and you may opt for that card. Please see the "Card Benefits and Additional Services" section of this agreement.

Account means the American Express® Charge Card deferred payment account we establish for you and the business under this agreement for the purpose of enabling deferred payment for goods and services utilising the card; Business means the company, business or firm whose name appears on the card and is bound by the "Liability for Payment" section of this agreement;

Card(s) means the American Express Charge Card we issue for the purpose of accessing your account, including any supplementary card(s);

Card benefits means additional services and benefits in connection with a premium business card, including the relevant premium business card design (for example, the American Express Gold Business Card design);

Cardmember means the person or business in whose name a card is issued including a supplementary cardmember; Charge(s) means all transactions made using a card or otherwise charged to your account, and includes purchases, fees, commissions, interest, taxes and all other amounts you have agreed to pay us or are liable for under this agreement; 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; You and your means the person who applied for this account and is either an owner, partner, director, officer or committee member of the business and whose name appears on the card.

By using your account (or by signing and keeping the card), you and/or the business and any supplementary cardmembers agree(s) to the terms of this agreement. 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 Our Liability" section of this agreement for additional details.

This agreement shall be open ended. You can cancel this agreement in 14 calendar days beginning on the day after this agreement is concluded and at any time thereafter. Please either destroy or return to us all cards and write to us at American Express UK, Cardmember Services, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH confirming that you want to cancel the account. If you cancel within 14 calendar days beginning on the day after this agreement is concluded, you will, except for the cardmembership fee, be liable for any applicable charges incurred.

2. USE OF THE ACCOUNT, CARD AND CODES

2.1 You consent to charges being applied to your account:

- 2.1.1 when you present your card to a merchant that accepts the card as payment (called merchant) and you either enter your personal identification number (PIN) or sign a paper slip issued by the merchant;
 - 2.1.2 when you provide your card number and related card or account details by following the merchant's instructions for processing your payment in the case of online, telephone, mail order purchases, recurring charges or through any other devices such as telephone boxes and parking permit dispensers;
 - 2.1.3 when you enter your PIN in the case of automated teller machines (ATMs);
 - 2.1.4 when you conclude an agreement with a merchant and you consent to the merchant charging your account for an amount that is specified in such agreement;
 - 2.1.5 when you verbally consent, or confirm your agreement to all or part of a charge after a charge has been submitted.
- 2.2 You agree that you cannot cancel charges once you have consented to charges being applied to your account.
- 2.3 To prevent misuse of your account, you must ensure that you:
- 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, telephone codes, on-line passwords and any other codes used on your account (called codes), you must ensure that you:
- 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 or otherwise allow access to it;
 - 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 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. 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 PIN; 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 permitted by the merchant, you may return to the merchant goods or services obtained using your account and receive a credit to your account.
- 3.3 If you use the card to buy insurance, you must consent to us paying the premiums for you. We will apply these charges 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 in accordance with the "Recurring Charges" section 15.5 and section 15.6 of this agreement.
- 3.4 If you are due a refund of any insurance premium charged to your account, after you have notified the merchant and us in accordance with the "Recurring Charges" section 15.5 and section 15.6 of this agreement, this will be handled by us in accordance with the "Lost/Stolen Cards, Incorrectly Executed Transactions And Misuse Of Your Account" section of this agreement.

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 other than as permitted to give your consent to a transaction in accordance with the "Use of the Account, Card and Code" section of this agreement;
- 4.1.2 return goods or services obtained using your account for a cash refund;
- 4.1.3 use your account or card to purchase anything for the purpose of resale;
- 4.1.4 use your account or card to obtain cash unless we have agreed with you separately to permit cash advances;
- 4.1.5 obtain a credit to your account except by way of a refund for goods or services previously purchased on your account;
- 4.1.6 use your account or card if you are bankrupt or insolvent or if you do not honestly expect to be able to pay your balance on your next statement;
- 4.1.7 use your card if it is found after having been reported to us as lost or stolen;
- 4.1.8 transfer balances from another account with us to your account;

4.1.9 use your account or card if your card has been suspended or cancelled or after the valid date shown on the front of the card;

4.1.10 use your account or card for an unlawful purpose, including the purchase of goods or services prohibited by the laws of United Kingdom or any other country where the card is used or where the goods or services are provided; or

4.1.11 use your account or card 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 promptly upon receipt 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 for 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 types of fees and commissions that apply in relation to your account are set out in the box below. You and/or the business agree(s) to pay these fees and commissions and you consent to us applying them to your account when due.

TYPE OF FEE	YOUR CARD	APPLICABLE FEE
Cardmembership fee Your account will be charged a cardmembership fee depending on the type of card issued to you. There is no cardmembership fee for a basic business card. The cardmembership fee may be payable either on an annual or monthly basis (dependent on the type of card you have been issued with) beginning on the first statement date after the account is established. An account year starts on the date after the account is established and ends on the day before the anniversary of the establishment of the account (called cardmembership anniversary date).	American Express Charge Card – basic business card American Express Business Charge Card – premium business cards (e.g. Green, Gold, Platinum)	£0 Depends on your chosen premium business card approved by us. The amount of fee for your chosen premium business card is shown in the Cardmembership Fee Schedule provided to you with this agreement.
Supplementary cardmembership fee Your account will be charged a supplementary cardmembership fee for each supplementary card we issue at your request beyond those offered free of additional charge as part of your card benefits. A supplementary cardmembership fee may be payable either on an annual or monthly basis (dependent on the type of card you have been issued with) beginning at the start of each membership year for each supplementary card we issue at your request.	American Express Business Charge Card – basic business card American Express Business Charge Card – premium business cards (e.g. Green, Gold, Platinum)	Not applicable (no supplementary card available) Depends on your chosen premium business card approved by us. The amount of fee for supplementary cards available with your chosen premium business card is shown in the Cardmembership Fee Schedule provided to you with this agreement.
Late payment fee A late payment fee is payable in the event that you delay or omit the payment of any charges due in respect of your account. We will charge the late payment fee to your account in each of the following cases: • you still owe us payment after 30 days from the statement date; • you still owe us payment after 60 days from the statement date; and • each month thereafter until you pay us in full all amounts outstanding on your account.	All accounts regardless of card type	£12
Return payment fee If you pay us with a cheque or direct debit and your bank does not honour the cheque or the direct debit, a return payment fee will be payable to cover our costs.	All accounts regardless of card type	£12
Statement copy fee A statement copy fee is payable if you request copies of statements, for each copy provided, or if you have elected electronic statements, and you request any paper statement copies.	All accounts regardless of card type	£2
Charge record copy fee A charge record copy fee is payable if you request copies of charge records, for each copy provided.	All accounts regardless of card type	£3
Foreign exchange mark-up This will apply if you choose to make a charge in a currency other than Pounds Sterling. Please see the "Charges Made in Foreign Currencies" section of this agreement.	All accounts regardless of card type	The currency conversion rate plus 2.99% or as otherwise disclosed by us.
Rewards fee (if applicable) If the card benefits associated with a premium business card do not already include participation in our Membership Rewards programme, and you choose to enroll in the programme, a rewards fee is payable in advance on enrolment and then annually thereafter. Please refer to the separate Membership Rewards Agreement for full details of the programme.	Premium business cards regardless of card type	£23

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

6.3 We may, at any time, as a continuous right, without notice or demand, set off against any credit on your account any amount due by you to us on any other account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.

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 FOR PAYMENT

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

- 8.1.1 charges on all cards issued to you and any supplementary cardmembers even if there was no signature or card presented (including telephone, internet and mail orders) 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 any other person where such charges or use of your account or any cards issued to you or any supplementary cardmember were 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 and/or the business to pay to us when due all charges on this account made by that supplementary cardmember.

9. CHARGE APPROVAL

- 9.1 We may require *charges* to be approved by us before they are accepted by a *merchant*.
- 9.2 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.
- 9.3 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.
- 9.4 Even though your *account* may not be in default, we may refuse any request for approval of a *charge*, for example, due to technical difficulties, fraud, you or the business's 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 01273 696933, or via our website, www.americanexpress.co.uk.

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

- 11.1 Payments are due and payable to us immediately upon request, or receipt by you of your *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 below and in accordance with any additional instructions and requirements regarding your payments as set out in your *statement* or that we otherwise communicate to you.
- 11.3 You and/or the *business* must pay us in Pounds Sterling.
- 11.4 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.
- 11.5 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.
- 11.6 We are not responsible for any delays by third parties in processing payments to us and you must pay any *charges* which may apply.
- 11.7 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*.
- 11.8 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. 23 pp

PAYMENT METHODS

Payment Method (must be Pounds Sterling)	Estimated Time Frames (which includes time for your bank to pay us)	Payment will be credited to the account:
Online: Pay online at 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.
Telephone: Call customer services 24/7 and pay using your debit card.	Allow 2 working days for payment to be received on your <i>account</i> .	
Bank: Take your completed bank giro slip from your <i>statement</i> and your payment to the bank. If paying by cheque, write your <i>account</i> number on the front of your cheque.	Allow 4 working days for payment to be received on your <i>account</i> .	
Post: Write your <i>account</i> number on the front of your cheque and send it along with your completed bank giro slip from your <i>statement</i> to this address: AMERICAN EXPRESS SERVICES EUROPE LTD, Dept 3, Thynne Street, Bolton, BL11 1BD. Cheque payable to AMERICAN EXPRESS SERVICES EUROPE LTD.	Allow 7 days for payment to be received on your <i>account</i> .	
Direct Debit: Ensure sufficient funds are in your financial institution on the payment collection date.	Payment will be collected approximately 8 to 10 days after your <i>statement</i> date.	

12. ALLOCATION OF YOUR PAYMENTS

- 12.1 We will normally apply payments to your *account* in the following order:
- 12.1.1 applicable *cardmembership fees*;
- 12.1.2 service charges;
- 12.1.3 late payment fees;
- 12.1.4 other fees charged by us that appear as a separate item on your monthly *statement*, for example, *return payment fees*, *statement copy fees*;
- 12.1.5 collection charges;
- 12.1.6 *charges*, other than those above, such as purchases and cash advances that have appeared on a monthly *statement*; and
- 12.1.7 *charges* that have not yet appeared on your monthly *statement*.

13. CHARGES MADE IN FOREIGN CURRENCIES

- 13.1 If you or any *supplementary cardmembers* 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 or any *supplementary cardmembers* made the *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.
- 13.2 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, in effect or applicable on the business day prior to the processing date (called *reference exchange rate*), increased once by 2.99% 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 selected by them and may include a commission determined by them.
- 13.3 The *reference exchange rate* is set daily. You agree that any changes in the *reference exchange rate* will apply immediately and without notice to you. Please note that the rate charged to your *account* 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 consent to 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*) who must either be a co-owner, partner, director, committee member or an employee of the *business*. 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 for Payment" 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. In addition to other sections of this *agreement* which specifically refer to *supplementary cardmembers*, the following sections of this *agreement* are fully applicable to a *supplementary cardmember* as they are to you: "Use of the Account, Card and Code(s)", "Permitted Uses", "Recurring Charges", "Refund for Authorised Transactions", "Suspension", "Communicating with You" and "Limitation of Our Liability".
- 14.5 You or a *supplementary cardmember* may cancel a *supplementary card* in accordance with the "Closing Your Account and Cancellation of Cards" section of this *agreement*.

15. RECURRING CHARGES

- 15.1 You or a *supplementary cardmember* may consent to a *merchant* billing your *account* at regular intervals for goods or services (called *recurring charges*).
- 15.2 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* or in the event of *termination* of this *agreement* pursuant to the "Changes" section or the "Closing Your Account and Cancellation of Cards" section, it is always your responsibility to contact the *merchant* and provide *replacement card* information or make alternate payment arrangements.
- 15.3 You and/or the *business* and any *supplementary cardmembers* (for their own *charges*) agree(s) 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 your *account* if a *replacement card* is issued and without notice to you.
- 15.4 Please note that we do not provide *replacement card* information (such as *card* number and *card* expiry date) to the *merchant*.
- 15.5 To stop *recurring charges* being billed to your *account*, you must advise the *merchant* in writing or in another way permitted by the *merchant* in good time before the *recurring charge* is due to be debited from your *account*.
- 15.6 If you have requested a *merchant* to stop billing a *recurring charge* to your *account*, you must also inform us of this by telephone or in writing that you have done so. You must do this, by providing us with proof of cancellation in the form of a cancellation number or written confirmation from the *merchant*, in good time before the *recurring charge* is due to be debited from your *account*.
- 15.7 If we permit, you or a *supplementary cardmember* may consent to us or our agent enrolling you or the *supplementary cardmember* with a *merchant* for *recurring charges*. You will remain responsible to make other payment arrangements until the *recurring charges* begin to be charged to your *account*. We are not responsible for any failure to enrol your *account* for *recurring charges* or if the *merchant* fails to apply the *charge* your *account*. The paragraph above which deals with stopping *recurring charges* also applies if you or a *supplementary cardmember* uses our enrolment services.

16. REPLACEMENT CARDS

- 16.1 You consent to us sending you and any *supplementary cardmembers* a replacement or new *card* (called a *replacement card*) before the current *card* expires. You must destroy any expired *cards* by cutting them up. This *agreement* as amended or re-issued continues to apply to any *replacement cards* we issue.

- 16.2 A *replacement card* may be issued to you or any *supplementary cardmembers* if the *card* is lost, stolen, damaged, cancelled, renewed or switched to a different *card* type. Any *card* may also be cancelled or no further *charges* permitted without a *replacement card* being issued (called a *cancelled card*).

17. PRIVACY

Information collected.

- 17.1 The information we collect about you relates to:
- 17.1.1 information obtained through the *account* application form;
- 17.1.2 information obtained through reference checks;
- 17.1.3 information obtained from *charges* made using the *card* with *merchants* or ATM operators; and
- 17.1.4 information that we may collect from you for the purposes of managing your *account*.
- 17.2 If you register for online services, there are separate terms and conditions about how we collect and use information about you in that context.

Information disclosed.

- 17.3 We will disclose information about you, the application for the *card*, your *account* and *charges* on it (which may include details of goods and/or services purchased) to:
- 17.3.1 companies within the American Express group of companies (*our group*) including worldwide and third party organisations who issue the *card* or process *charges* on behalf of *merchants* (worldwide);
- 17.3.2 companies who distribute the *card*;
- 17.3.3 any other party whose name or logo appears on the *card* issued to you;
- 17.3.4 any party approved by you;
- 17.3.5 our processors and suppliers; and
- 17.3.6 organisations who accept the *card* in payment for goods and/or services purchased by you.
- 17.4 We may also obtain information about you from these parties.

Use of information.

- 17.5 We will use information about you in order to:
- 17.5.1 administer and service your *account*;
- 17.5.2 process and collect *charges* on it;
- 17.5.3 manage any benefits or insurance programmes in which you are enrolled; and
- 17.5.4 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.
- 17.6 We may use information about you, your *account* and *charges* made using the *card* to prepare reports for third parties about *account* usage. Reports only contain *anonymised* data and we will not disclose any information which identifies you.
- 17.7 Where you have approved the issue of a *supplementary card*, you consent to the *supplementary cardmember* providing us with personal information about you for additional identity authentication purposes when the *supplementary cardmember* seeks to activate *cards*, to register for on-line services, to get in contact with us and to access enhanced and new services as they are introduced.

Third party consents

- 17.8 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 and the above companies, processors, suppliers and organisations for these purposes.

Surveys and Market Research

- 17.9 We, other companies within our *group*, third party organisations who issue the *card*, companies who distribute the *card* or processors and other companies specifically selected by us will:
- 17.9.1 have access to and use information about you and how you use your *account* to develop lists of goods and services in which you may be interested; and
- 17.9.2 communicate with you (by mail, e-mail, telephone, SMS or via the internet) in connection with similar goods and services in which you may be interested.
- 17.10 If you wish to opt-out of marketing at any time, please write to us at the address below in the "Query or Complaint" part of this section of the *agreement*.

The information used to develop these lists may be obtained from:

- 17.11.1 the application form and process;
- 17.11.2 information on where you use and what *charges* are on the *card*;
- 17.11.3 surveys and research (which may involve contacting you by mail, email, telephone, SMS or via the internet) and from information obtained from external sources such as *merchants* or marketing organisations, to the greatest extent permitted by law.
- 17.12 We may make other offers to you (by mail, email, telephone, SMS or via the internet) of products and services in which you may be interested. If you wish to opt-out of such *communications*, please write to us at the address below in the "Query or Complaint" part of this section of the *agreement*.

Credit reference agencies and prevention of fraud

- 17.13 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.
- 17.14 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*.
- 17.15 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*, consent to *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.
- 17.16 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.
- 17.17 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- 17.17.1 checking details on applications for insurance, credit and credit related or other facilities;
- 17.17.2 managing credit, credit related *accounts* or facilities, and insurance policies;
- 17.17.3 recovering debt;
- 17.17.4 checking details on applications, proposals and claims for all types of insurance; or
- 17.17.5 checking details of job applicants and employees.
- 17.18 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 17.19 You are entitled to access your personal records held by credit and fraud prevention agencies.
- 17.20 If you wish to do this, or to receive details of the relevant UK fraud prevention and credit reference agencies, please write to us at the following address and we will supply the names and addresses of the agencies we have used: American Express Services Europe Ltd, New Accounts Dept (OCU), PO Box 149, Brighton BN8 1AH.

Electronic or telephone communications

- 17.21 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.
- 17.22 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.

Transfer of your data out of the UK and EU

- 17.23 We will undertake all of the actions described within this privacy notice both within and outside the UK and the European Union.
- 17.24 Information about you may be:
- 17.24.1 processed in the USA; and/or
- 17.24.2 disclosed to or accessed in other countries outside the European Union when you travel or make foreign purchases (by mail, email, telephone, or via the internet), and for the purpose of administering your *account*.
- 17.25 In this case, American Express will take appropriate steps to ensure the same level of protection for your information in the USA and other countries outside the European Union (where data protection laws may not be as comprehensive as in the European Union) as there is in the European Union.

Supplementary cardmembers

- 17.26 The provisions of this privacy section also apply to any *supplementary cardmember(s)* on your *account*.
- 17.27 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.

Security

- 17.28 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.

Retention of information

- 17.29 We keep information about you for the purposes described in this section for as long as is appropriate to fulfil our legal obligations in accordance with applicable law.

Access to your information

- 17.30 You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please write to us at the address below in the "Query or Complaint" part of this section of the *agreement*. There may be a small *charge* for this, as permitted by law.

Correction of inaccurate information

- 17.31 If you believe that any information we hold about you is incorrect or incomplete you may ask us to correct or remove this information from our records. Please write to us at the address below in the "Query or Complaint" part of this section of the *agreement*. Any information which is found to be incorrect or incomplete will be corrected promptly.

Changes to our privacy policy

- 17.32 We may change any provision of this section at any time. We will inform you in advance of any such change in accordance with the "Changes" section of this *agreement*.

Query or complaint

- 17.33 In the event of any query or complaint in connection with the information we hold about you, please write to American Express Services Europe Limited, Dept. 2007, Amex House, Edward Street, Brighton, East Sussex BN8 1AH.

18. CARD BENEFITS AND ADDITIONAL SERVICES

- 18.1 If you choose to apply for, and are approved to receive, a *premium business card*, we may make available *card benefits* to you or any *supplementary cardmembers*. Examples of *card benefits* may include discretionary insurance benefits, assistance services, rewards programs, *supplementary cards* at no additional charge and *merchant offers*. Our provision of *card benefits* will be subject to separate terms and conditions or summaries of benefits. The *basic business card* does not include *card benefits*.
- 18.2 You may notify us in writing at any time that you no longer wish to maintain your *card benefits* in which case we will cancel your *card* and issue you, subject to our approval, another *premium business card* that you may choose to apply for, or if you so choose, a *basic business card*. We will refund you the *cardmembership fee* on a pro-rata basis (unless you choose and are issued with another *premium business card*, in which case we will adjust the refund, if the *cardmembership fee* for the new *premium business card* is lower, or charge the difference, if the *cardmembership fee* is higher, accordingly).
- 18.3 Choosing a different *card* does not constitute cancellation of your *account* or this *agreement* and does not affect our or your cancellation rights under this *agreement*, but we reserve the right to issue a new *account* to you in connection with re-issuance of your *card*.
- 18.4 *Card 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. We are not responsible for any *card benefits* that are not directly provided by us.
- 18.5 The scope and terms of *card benefits* may be changed or cancelled by us or the third party provider. Wherever possible, we will give you advance notice of changes to the *card benefits* or cancellation of *card benefits*.
- 18.6 It will be your responsibility to obtain replacement services for *card benefits* or make new payment arrangements with third party providers of *card benefits* (assuming these services are still available directly from them) if any of the following events occur:
- (a) you end this *agreement* and your *account* is closed; or
- (b) you choose a different *card* which does not offer any *card benefits* or the same *card benefits*.
- 18.7 We may make available to you, offers for additional products or services independent of your *account* and *card*. If you choose to accept such offers, your *account* will be charged for any fees or premiums that may apply for such products and services. Where products or services are provided by third parties, we may receive compensation from the provider. Our compensation may vary by provider and product or service.

19. INSURANCE

- 19.1. From time to time we identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you and we may act on behalf of the insurance provider, as permitted by law. These arrangements are separate from any discretionary insurance benefits which may attach to your *card*.
- 19.2. We receive compensation from insurance providers and our compensation may vary by provider and product. Also, in some cases, an entity that is affiliated with us may be the insurer or reinsurer and may earn insurance or reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify.
- 19.3. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available.

20. LOST/STOLEN CARDS, INCORRECTLY EXECUTED TRANSACTIONS AND MISUSE OF YOUR ACCOUNT

- 20.1 You or any *supplementary cardmembers* must tell us immediately by telephone at 01273 696933 if:
- 20.1.1 a *card* is lost or stolen,
- 20.1.2 a *renewal card* has not been received,
- 20.1.3 someone else learns a *code*,
- 20.1.4 you suspect that your *account* is being misused or a transaction is unauthorised,
- 20.1.5 you suspect that a transaction has been processed incorrectly,
- 20.1.6 your *card* is used for a contactless transaction without your authorisation; or
- 20.1.7 you discover, after reviewing your *statement*, that a *recurring charge* has been charged to your *account* which you have previously requested the *merchant* to cancel and you had informed us of this in accordance with the "Recurring Charges" section 15.6 of this *agreement*.
- 20.2 If a *card* that you or any *supplementary cardmembers* have reported lost or stolen is later found, you or any *supplementary cardmembers* must destroy it and wait for a replacement *card*.
- 20.3 Your and the business's maximum liability for any unauthorised charges on a *card* is £50 unless you or any *supplementary cardmember*:
- 20.3.1 did not comply with this *agreement* (including the section "Use of the Account, Card And Code(s)") intentionally or because you were grossly negligent, or
- 20.3.2 contributed to, were involved in, or benefited from the loss, theft or misuse, in which case you and/or the business 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 and/or the business will be liable for the full amount of any unauthorised charges.
- 20.4 Provided that you or any *supplementary cardmembers* have notified us in accordance with section 20.1 above, 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/or the business and any *supplementary cardmembers* will not be liable to us for any unauthorised charges once you have notified us.
- 20.5 You and any *supplementary cardmembers* agree to cooperate 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.
- 20.6 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.
- 20.7 If upon contacting us, you provide us with grounds 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.

21. REFUND FOR AUTHORISED TRANSACTIONS

- 21.1 This section only applies to charges at merchants in the European Economic Area.
- 21.2 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.
- 21.3 You must submit your request for a refund within 8 weeks from the transaction date.
- 21.4 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.
- 21.5 Within 10 business days of us receiving from you complete information and documentation about your request for a refund (including information we may require confirming that your request for a refund relates to a transaction falling within this section), we will either provide a refund or an explanation for our refusal to do so. We reserve the right to adjust your *account* accordingly.

22. CHANGES

- 22.1 We may change any provision of this *agreement* at any time, including fees, commissions, *card* options, how we apply payments and *card benefits* and services associated with your *account* and changes affecting your payment obligations.
- 22.2 We will inform you at least two 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.
- 22.3 If you do not accept any changes to this *agreement*, you can end this *agreement* and close your *account* immediately subject to section 22.4 below and at no cost before the date on which the changes will take effect.
- 22.4 To end this *agreement* and close your *account* by the date the changes will take effect you must:
- 22.4.1 pay off all amounts owing on your *account*;
- 22.4.2 destroy or return to us all *cards* issued on your *account*;
- 22.4.3 stop use of your *account* and *cards*; and
- 22.4.4 immediately contact all merchants to cancel any *recurring charge* being billed to your *account* and inform us in writing or by telephone that you have done so. You must do this, by providing us with proof of cancellation in the form of a cancellation number or written confirmation from the merchant, in good time before the *recurring charge* is due to be debited from your *account*.
- 22.5 We will only close your *account* and end this *agreement* if you have complied with all of the requirements of section 22.4 above.
- 22.6 You agree that we are entitled to cancel all *cards* issued on your *account* by the date the changes will take effect.
- 22.7 After receipt of your request to end this *agreement* and close your *account*, all outstanding charges will continue to accrue on your *account* until these are fully paid.
- 22.8 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.

23. ASSIGNMENT

- 23.1 We may assign, transfer or sell our rights, benefits or obligations under this *agreement* at any time to any company in our group or to a third party and you consent to this without us having to notify you.
- 23.2 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.

24. 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.

25. SUSPENSION

- 25.1 We may immediately stop you from using the *card* for security reasons, if we suspect unauthorised and/or fraudulent use or if we think you and/or the business may not be able to pay your *account* in full and on time or in the event of

default. In these cases we may notify you beforehand or immediately afterwards and we may provide you with the reasons for our decision.

- 25.2 This *agreement* will continue if we take either of these actions and you and/or the business and any *supplementary cardmembers* will still be responsible for all charges on your *account*.
- 25.3 We will re-instate your right to use the *card* or provide you with a new *card* if the reasons mentioned in this section for stopping you from using the *card* no longer apply and this has been brought to our attention by you. You may contact us on 01273 696933 or via our website, www.americanexpress.co.uk

26. DEFAULT AND CONSEQUENCES OF DEFAULT

- 26.1 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.
- 26.2 We may also consider your *account* to be in default at any time if any statement made by you or a *supplementary cardmember* 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.
- 26.3 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.
- 26.4 In the event of any default, you and/or the business and any *supplementary cardmembers* will also be responsible for late payment fees and all actual and necessary costs reasonably 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. Please refer to the "Fees" section of this *agreement*.
27. CLOSING YOUR ACCOUNT AND CANCELLATION OF CARDS
- 27.1 You may end this *agreement* and close your *account* at any time by giving us 30 days notice (*notice period*). Such request to close your *account* may be made by telephone or in writing.
- 27.2 To end this *agreement* and close your *account*, you must:
- 27.2.1 pay off all amounts owing on your *account*;
- 27.2.2 destroy or return to us all *cards* issued on your *account*;
- 27.2.3 stop use of your *account* and *cards*; and
- 27.2.4 immediately contact all merchants to cancel any *recurring charge* being billed to your *account* and inform us in writing or by telephone that you have done so. You must do this, by providing us with proof of cancellation in the form of a cancellation number or written confirmation from the merchant, in good time before the *recurring charge* is due to be debited from your *account*.
- 27.3 We will only close your *account* and end this *agreement* if you have complied with all of the requirements of section 27.2 above.
- 27.4 You agree that we are entitled to cancel all *cards* issued on your *account* by the end of the *notice period*.
- 27.5 After receipt of your request to end this *agreement* and close your *account*, all outstanding charges will continue to accrue on your *account* until these are fully paid.
- 27.6 You or a *supplementary cardmember* can cancel a *card* at any time by informing us by telephone or in writing. After we have received notice of cancellation, you will continue to be responsible for all charges on your *account*. We may help you get a *supplementary card* back, if this is appropriate.
- 27.7 We may end this *agreement* and close your *account* at any time by giving you two months' written notice in advance of termination.
- 27.8 We may end this *agreement* and close your *account* immediately in the event of default.
- 27.9 If we end this *agreement*, you and/or the business must pay all outstanding charges (including unbilled charges) that may not be shown on your last *statement*. We will only close your *account* when you and/or the business have paid off all amounts you owe us.
- 27.10 If your *card* is cancelled by us for any reason, all other *cards* issued on your *account* will be cancelled at the same time.

28. COMMUNICATING WITH YOU

- 28.1 You agree that statements, notices, disclosures, account alerts, important messages, changes to this *agreement* and any other communications (together called *communications*) will be sent or made available to you electronically:
- 28.1.1 by e-mail;
- 28.1.2 by SMS (in respect of account alerts only); or
- 28.1.3 by posting them securely on an American Express website (after sending you a notice by e-mail or SMS).
- 28.2 If you do not wish to receive *communications* electronically, you must notify us and we will, upon receipt of your notification, send all *communications* to you in writing by mail to the address we have for you in our records.
- 28.3 If we do not have an e-mail address for you, we will continue to send you in writing by mail to the address we have for you in our records.
- 28.4 You agree that it is your responsibility to access all electronic *communications* made available or sent to you and that all such *communications* will be considered to have been provided in writing.
- 28.5 You agree that we may also communicate with you verbally through representatives working on behalf of American Express.
- 28.6 You must provide us with a valid mail or e-mail address and mobile or landline phone number (together *contact details*) in order to communicate with you. It is your responsibility to inform us immediately if your *contact details* change. You must inform us if you want any *contact details* to apply to more than one *account* with us. We are not responsible if you do not receive any *communication* (including a *statement*) where we send it in accordance with the *contact details* you provide.
- 28.7 All *communications* will be deemed received:
- 28.7.1 7 business days after the date of mailing (unless you actually receive it earlier), where sent by mail;
- 28.7.2 upon delivery, where delivered by hand;
- 28.7.3 on the day that we send it, in respect of e-mail or SMS (even if you do not access the electronic *communication* for any reason);
- 28.7.4 on the day we send the notification e-mail, SMS, or where posted securely on an American Express website (even if you do not access the electronic *communication* for any reason).
- 28.8 For all *communications* sent to you electronically by e-mail or other means, you are responsible for obtaining and maintaining your own compatible computer systems, software or communications lines required by you to properly access and view your *communications*.

29. 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.

30. COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED

- 30.1 If you or any *supplementary cardmembers* 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.
- 30.2 If you have any complaints about your *account* or the service you have received, please contact our Executive Customer Relations Department at American Express, Department 333, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH.
- 30.3 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

31. ASSIGNMENT OF CLAIMS

- 31.1 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 or any *supplementary cardmembers* are automatically deemed to have assigned and transferred to us, any rights and claims (excluding tort claims) that you or any *supplementary cardmembers* have, had or may have against any third party for an amount equal to the amount we credited to your *account*.
- 31.2 After we credit your *account*, you or 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*.
- 31.3 You or 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.

32. GOVERNING LAW

- 32.1 This *agreement* is governed by the laws of England and the courts of England shall have jurisdiction over all parties to this *agreement*. However, you agree that we can carry out collection proceedings in any country where you may be living.
- 32.2 You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the *card* and *account*.

33. TAXES, DUTIES AND EXCHANGE CONTROL

You and/or the business and any *supplementary cardmembers* must pay any government tax, duty or other amount imposed by law in any country in respect of your *account*, the *card*, any charge on your *account* or any use of the *account* by you or any *supplementary cardmember*.

34. LIMITATION OF OUR LIABILITY

- 34.1 We are not responsible or liable to you or the business for:
- 34.1.1 any delay, failure or refusal by a merchant to accept the *card*;
- 34.1.2 any goods and services you charge to your *account*, including any dispute with a merchant about goods and services charged to your *account*;
- 34.1.3 any malfunction or failure of the *card*;
- 34.1.4 any loss due to any failure or delay in carrying out our obligations under this *agreement* caused by strikes, industrial action, a systems failure, or other causes outside our control; and
- 34.1.5 loss of profits or any damages caused in circumstances where:
- (i) there is no breach of a statutory duty or a legal duty of care owed to you by us;
- (ii) such loss or damage is not a reasonably foreseeable result of any such breach; or
- (iii) such loss or damage has resulted from a breach by you of the terms of the contract between you and the merchant for the supply of goods or services.