

AMERICAN EXPRESS CHARGE CARDMEMBER AGREEMENT

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* and is either an owner, partner, director, officer or committee member of the *business* and whose name appears on the *card*;

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;

Business means the company, business or firm whose name appears on the *card* and is bound by the 'Liability' section of this agreement;

Card means any *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*, purchases, fees, commissions, interest, taxes and all other amounts you have agreed to pay us or are liable for under this agreement.

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 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 any pro-rated annual fee, be liable for any applicable *charges* incurred.

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 a 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);

Gold SBS-Charge

- 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 United Kingdom 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 or the *business 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 and/or the *business* agree to pay these fees and commissions and you authorise us to charge them to your *account* when due.
- 6.2 A maximum *Card Membership Annual Fee* of £95 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*).
- 6.3 A *Supplementary Card Annual Fee* of £95 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*.
- 6.4 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 apply the following fees for late payment of any amount you owe us:
- 6.4.1 £12 in respect of all amounts you still owe after 30 days from the *account* statement date; and
- 6.4.2 £12 to be charged in respect of all amounts you still owe after 45 days from the *account* statement date; and
- 6.4.3 £12 to be charged each month in respect of all amounts you still owe after 60 days from the *account* statement date; and
- 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, at the rate of £12 each month, 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.
- 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 a £12 return payment fee to cover costs we incur.
- 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.
- 6.5 A *Statement Copy Fee* of £2 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.
- 6.6 A *Charge Record Copy Fee* of £3 is payable if you request copies of *charge* records, for each copy provided.
- 6.7 A *Cash Advance Fee* of £3 or 3% (whichever is the greater) 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.
- 6.8 If you make a *charge* in a currency other than Pounds Sterling, we will apply a currency conversion rate to the *charge*, increased by 2.99% or as otherwise disclosed by us. Please see the “Charges Made in Foreign Currencies” section of this agreement.

7. RIGHT TO CHANGE FEES AND COMMISSIONS

- 7.1 We reserve the right to change the circumstances in which any of the fees 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 and/or the *business* 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, the *business* 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 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 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

- 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 below and in accordance with any additional instructions and requirements regarding payments as set out in your *statement* or that we inform 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. 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.
- 11.5 We are not responsible for any delays in receiving and processing payments and you must pay any charges which may apply.
- 11.6 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.
- 11.7 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.

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 statement 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 statement to this address: AMERICAN EXPRESS SERVICES EUROPE LTD, Royal Avenue, Widnes, WA88 1AE. 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 <i>account</i> on the payment collection date.	Payment will be collected approximately 8 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 delinquency charges, *cash advances* withdrawals, linked credit account minimum dues, if any, purchases, in that order,
 - 12.1.2 annual cardmembership fees, 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 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.
- 13.2 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 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 and may include a commission selected by them.
- 13.3 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 (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" 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/You May Close Your Account" sections 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/or the business 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 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, americanexpress.co.uk.

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. This agreement as amended or replaced continues to apply to any *replacement cards* we issue.

19. PRIVACY

- 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 and 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;
 - 19.6.2 Managing credit, credit related accounts or facilities, and insurance policies;
 - 19.6.3 Recovering debt;
 - 19.6.4 Checking details on applications, proposals and claims for all types of insurance; or
 - 19.6.5 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 American Express Services Europe Ltd, New accounts Dept (OCU), Department 149, Brighton BN88 1AH, 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 American Express Services Europe Ltd, New accounts Dept (OCU), P.O Box 149, Brighton BN88 1XU
- 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 68, Amex House, Edward Street, Brighton, East Sussex BN88 1AH, 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. INSURANCE

- 21.1. 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*.
- 21.2. 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.
- 21.3. 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.

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

- 22.1 You must tell us immediately by telephone at 01273 696933 if:
- 22.1.1 a *card* is lost or stolen,
 - 22.1.2 a *renewal card* has not been received,
 - 22.1.3 someone else learns a *code*,
 - 22.1.4 you suspect that your *account* is being misused or a transaction is unauthorised, or
 - 22.1.5 you suspect that a transaction has been processed incorrectly.
- 22.2 If a *card* that you have reported lost or stolen is later found, you must destroy it and wait for a *replacement card*.
- 22.3 Your and the *business's* maximum liability for any unauthorised *charges* on your *card* or any *supplementary cardmember's card* is £50 unless you or any *supplementary cardmembers*:
- 22.3.1 did not comply with this agreement (including the section "Use of Your Cards/Codes") intentionally or because you were grossly negligent, or
 - 22.3.2 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*.
- 22.4 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/or the *business* and any *supplementary cardmembers* will not be liable to us for any unauthorised *charges* once you have notified us.
- 22.5 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.

- 22.6 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.
- 22.7 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.

23. AUTHORISED TRANSACTIONS

- 23.1 This section only applies to *charges* at *merchants* in the European Economic Area.
- 23.2 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.
- 23.3 You must submit your request for a refund within 8 weeks from the transaction date.
- 23.4 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.
- 23.5 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.

24. CHANGES

- 24.1 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.
- 24.2 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 and/or the *business* will be liable for all *charges* (including fees and late payment *charges*) up to the date you end this agreement.
- 24.3 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.

25. ASSIGNMENT

- 25.1 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.
- 25.2 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.

26. 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.

27. SUSPENSION

- 27.1 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 and/or the *business* 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.
- 27.2 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*.
- 27.3 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 01273 696933 or via our website, americanexpress.co.uk

28. DEFAULT

- 28.1 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.
- 28.2 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.
- 28.3 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*.
- 28.4 In the event of any *default*, you and/or the *business* 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*.

29. YOU MAY CLOSE YOUR ACCOUNT

- 29.1 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*.
- 29.2 We will only close your *account* when you and/or the *business* 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/or the *business* 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.

30. WE MAY CLOSE YOUR ACCOUNT OR CANCEL ANY CARD

- 30.1 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*.
- 30.2 If we end this agreement you and/or the *business* 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 and/or the *business* have paid off all amounts you owe us.
- 30.3 If your *card* is cancelled for any reason, all other *cards* issued to you will be cancelled at the same time.
- 30.4 You and/or the *business* 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.

31. COMMUNICATING WITH YOU

- 31.1 *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, via SMS, 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).
- 31.2 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.
- 31.3 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*.
- 31.4 All mailed *communications* will be deemed received 7 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.

- 31.5 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.
- 31.6 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.

32. 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.

33. COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED

- 33.1 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*.
- 33.2 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.
- 33.3 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

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34. ASSIGNMENT OF CLAIMS

- 34.1 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*.
- 34.2 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*.
- 34.3 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.

35. GOVERNING LAW

- 35.1 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.
- 35.2 You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the *card* and *account*.

36. TAXES, DUTIES AND EXCHANGE CONTROL

You/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 the *card*, any *charge* on your *account* or any use of the *account* by you or any *supplementary cardmember*.

37. LIMITATION OF OUR LIABILITY

- 37.1 We are not responsible or liable to you or any *supplementary cardmember* for:
- 37.1.1 any delay or failure by a *merchant* to accept the *card*;
 - 37.1.2 goods and services you charge to your *account*, including any dispute with a *merchant* about goods and services charged to your *account*;
 - 37.1.3 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
 - 37.1.4 loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

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