

## MERCHANT AGREEMENT TERMS AND CONDITIONS

### 1. Scope and Applicability of the Terms and Conditions

This document, the signed Application form, and our other policies and procedures that apply to merchants who accept the Card constitute your agreement to accept American Express® Cards in the Middle East and North Africa (MENA) Region (the Agreement). The terms, policies and procedures will be available in the website [www.americanexpress.com.bh](http://www.americanexpress.com.bh) and shall be updated periodically. American Express reserves the right to make the changes at any time without notice. By submitting Charges to us under the Agreement, you agree to accept the Card in accordance with the terms of the Agreement at all your Establishments in the MENA Region, which have been approved by us, for all goods and services sold (except as noted below). You will also be liable to check the website periodically for all new updates in the terms, policies and procedure that would be applicable to you. If you do not accept the terms of the Agreement, you should not begin submitting Charges to us under the Agreement and must notify us immediately, returning all American Express materials to us.

Upon acceptance of these terms, you irrevocably undertake to honour and accept every valid American Express Card when properly presented as a mode of payment by Cardmembers for all transactions. You shall not engage in such acceptance practices and procedures that discriminate against, or discourage the use of American Express Card in favour of any other Card, that may also be accepted by you, or other payment mode. You must provide to us a list of your Affiliates conducting business in your industry that accept the Card under the Agreement, and notify us of any subsequent changes in the list. You are responsible for ensuring that all such Affiliates comply with the terms of this Agreement and you confirm that you are authorised to accept these terms on their behalf.

### 2. Installation and Use of POS Terminals

American Express may request you to install at your premises Point of Sale Equipment(s) and such related accessories and software, as American Express may deem appropriate. All such Equipment(s) and accessories and software, if installed by us, shall remain the property of American Express and shall be surrendered to American Express on demand and/or in the event of termination of the Agreement. American Express shall be entitled to charge you for the costs of the Equipment(s) and/or costs of repairing the Equipment(s), in the event the Equipment(s) is/are damaged as a result of the improper handling by you. You shall not permit any third party to perform the maintenance services on the Equipment(s) or effect modifications, enhancement or software/engineering changes to the Equipment(s) with the prior written consent of American Express.

### 3. Accepting the Card

#### 3.1. General conditions

3.1.1. You must accept the Card as payment for all goods and services sold at all of your Establishments. You agree that Sections 3.1.1. to 3.1.4. are reasonable and necessary to protect the Cardmember's choice of which Card to use and that Charge and Credit Cards, including Corporate Cards, are interchangeable. You are jointly and severally liable for the obligations of your Establishments under this Agreement.

3.1.2. Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance of the Card and display our Marks according to our guidelines and as prominently and in the same manner as any Other Payment Products except: (i) your own-branded card that is issued by you or a third party and (ii) your own-branded in-store credit or finance products (together, Your Own-Branded Payment Products).

3.1.3. You must not: (i) try to dissuade Cardmembers from using the Card; (ii) criticize or mischaracterise the Card or any of our services or programmes; (iii) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g. payment by cheque) instead of the Card; (iv) impose any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products; or (v) promote any Other Payment Products (except Your Own-Branded Payment Products) more actively than you promote the Card.

3.1.4. You must not: (i) engage in marketing, promotional or other activities that harm our business or brand; or (ii) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card. Except for special promotions of limited duration funded by an issuer of another charge, credit or debit card, and subject to your compliance with the immediately preceding sentence, you agree not to promote the use of any Other Payment Product (except for Your Own-Branded Payment Products) more actively than you promote the use of the Card.

#### 3.2. Prohibited Uses of the Card

You must not accept the Card for:

- 3.2.1. damages, losses, penalties, or fines of any kind;
- 3.2.2. costs or fees over the normal price of your goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;
- 3.2.3. overdue amounts, or amounts covering returned or stop-payment cheques;
- 3.2.4. gambling services (including online gambling), gambling chips, gambling credits or lottery tickets;
- 3.2.5. adult digital content sold via Internet Electronic Delivery Transactions;
- 3.2.6. cash;
- 3.2.7. sales made by third parties or entities conducting business in industries other than yours;
- 3.2.8. amounts that do not represent bonafide sales of goods or services at your Establishments, e.g. purchases by your owners (or their family members) or employees contrived for cash flow purposes;
- 3.2.9. illegal business transactions; or
- 3.2.10. other items of which we notify you (specifically in writing or through our website).

You must not use the Card to verify your customer's age.

You must inform us immediately should a point of sale terminal no longer accept or process the Card efficiently.

#### 3.3. Charge Record Format

For every Charge, you must create an electronically reproducible record of Charge (Charge Record) containing the following information (Charge Data):

- 3.3.1. the full Card number and the expiry date of the Card;
- 3.3.2. the date the Charge was incurred;
- 3.3.3. the amount of the Charge, including applicable taxes, if any;
- 3.3.4. the Authorisation approval code number;
- 3.3.5. a description of the goods and services purchased by the Cardmember;
- 3.3.6. your Establishment's name, address and Establishment Number; and
- 3.3.7. all other information as required from time to time by us or by applicable law.

If the Charge is made in person and is not a chip and PIN transaction, you must also retain a copy of the Cardmember's signature.

You may create multiple Charge Records for a single purchase placed on different Cards, but you must not create multiple Charge Records for a single purchase to the same Card, by dividing the purchase into more than one Charge, except where we have authorised you to do so for Charges above a certain value.

#### 3.4. Retaining Documents

You must retain original Charge Record or Credit Record (as applicable) and all documents evidencing the transaction, or reproducible thereof, for twenty-four months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember.

You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within fourteen (14) days of our request.

#### 3.5. Card Present Charges

- 3.5.1. The Card must be presented for all in person Charge requests
- 3.5.2. Cards that do not contain a chip should be swiped through the point of sale terminal (a swiped transaction). Cards which do contain a chip should be placed in the chip reader of the point of sale terminal in the first instance; the terminal will advise whether the Cardmember should sign for the transaction (a chip and signature transaction), or if they should enter their PIN (a chip and PIN transaction).

3.5.2.1. In the case of a chip and PIN transaction, you must request the Cardmember to enter their PIN on the electronic keypad provided at the point of sale. If a chip and PIN transaction fails due to a technical problem (in which case the terminal will show an error message), you must follow the procedure for swiped transactions. If a chip and PIN transaction is declined, you must refuse the transaction. You must seek Authorisation by following the procedures set out in Section 4 below.

3.5.2.2. In the case of a swiped transaction or chip and signature transaction, you must obtain the Cardmember's signature on the paper receipt printed by the point of sale terminal. The signature on the receipt must match the signature on the Card. If a transaction is declined, you must refuse the transaction. You must seek Authorisation by following the procedures set out in Section 4 below.

3.5.2.3. If the magnetic stripe on the back of the Card is unreadable and the chip is unreadable, you must:

3.5.2.3.1 key the transaction and expiry date into the point of sale terminal to seek Authorisation;

3.5.2.3.2 obtain the Cardmember's signature on the paper receipt printed by the point of sale terminal. The signature on the receipt must match the signature on the Card; and

3.5.2.3.3 obtain an imprint of the Card on a Charge Record to validate Card presence.

3.5.3. You must verify that the Card has not been visibly altered or mutilated.

3.5.4. All other relevant provisions in this Agreement and such other operating instructions and procedures as we may issue from time to time must be complied with.

3.5.5. If your terminals have been upgraded and we have certified them for chip and PIN, and you comply with the Card acceptance procedures in this Agreement, you will not be liable for fraudulent Card Present Charges made with lost, stolen, counterfeit and non-received Cards with a chip and PIN.

3.5.6. If your terminals have not been upgraded or we have not certified them for chip and PIN, you will be liable for any losses and we will have Full Recourse for fraudulent Card Present Charges made with lost, stolen, counterfeit and non received Cards with a chip, unless upgrading and certification of your terminal would not have prevented the fraud.

3.5.7. In all cases, you will be liable for fraudulent Charges arising from a failure to comply with our Card acceptance procedures as set out in this Agreement.

3.5.8. If your point of sale terminal fails, then in addition you must:

3.5.8.1. seek a voice Authorisation (as set out in Section 4 below);

3.5.8.2. check that the Card is being used prior to the expiration of the "Valid thru" date shown on its face;

3.5.8.3. obtain an imprint of the Card on a Charge Record to validate Card presence; and

3.5.8.4. check that the signature on the Charge Record matches the signature on the Card.

3.5.9. If you do not take a manual imprint where required, and make it available to us on request, we will have Full Recourse for such Charge.

#### 3.6. Card Not Present Charges

3.6.1. For Card Not Present Charges, you must:

3.6.1.1. create a Charge Record as described in Section 3.3 above, including an indicator that the transaction is Card Not Present;

3.6.1.2. obtain the Cardmember's name as it appears on the Card, the Card account number and expiry date, the Cardmember's billing address, and the delivery address;

3.6.1.3. obtain Authorisation; and

3.6.1.4. if the order is to be shipped or delivered more than thirty (30) days after the Authorisation, obtain a new Authorisation approval code number before shipping or delivering the order.

3.6.2. If the goods are to be collected by the Cardmember, the Card must be presented by the Cardmember upon collection and you should treat the transaction as Card Present and comply with Section 3.5 above.

3.6.3. We have Full Recourse for any Card Not Present Charge that the Cardmember denies making or authorising. We will not exercise Full Recourse for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have verified with us that the address to which the goods were shipped is the Cardmember's billing address and obtained a receipt signed by an authorized signer verifying the delivery of the goods to such address.

#### 3.7. Card Not Present Charges – Internet

3.7.1. We will accept Charges for Internet Orders subject to the requirements of Section 3.6 above and the following additional requirements. You must:

3.7.1.1. send Charge Data concerning any Internet Order via the Internet or any other electronic mail medium only to the Cardmember who made the Internet Order, your Processor, or us, in accordance with Section 12 below;

3.7.1.2. submit all Charges for Internet Orders electronically;

3.7.1.3. use any separate Establishment Numbers that we provide you for Internet Orders in all your requests for Authorisation and submissions of Charges for Internet Orders;

3.7.1.4. provide us with at least one month's prior written notice of any change in your Internet address; and

3.7.1.5. comply with any additional requirements that we may have from time to time. We shall provide you with no less than one month's prior written notice of any such requirements, except where we notify you that immediate introduction is necessary for reasons of security of Internet Orders and/or Cardmember information.

3.7.2. We will not be liable for fraudulent transactions over the Internet and we will have the right to Full Recourse for those Charges. Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Transaction, we will exercise Full Recourse for the full amount of the Charge.

#### 3.8. Card Not Present Charges – SafeKey

3.8.1. We will accept Charges for Internet Orders made by Establishments participating in the American Express SafeKey Programme subject to the requirements of Section 3.7 above and the following additional requirements.

3.8.2. Establishments participating in the SafeKey Programme must complete and maintain compliance with:

3.8.2.1. SafeKey certification;

3.8.2.2. the SafeKey Implementation Guide;

3.8.2.3. Card Identification Digits (CID) and Automatic Address Verification (AAV) or Address Verification Service (AVS) as notified by us from time to time;

3.8.2.4. the SafeKey Logo Guidelines;

3.8.2.5. a fraud to sales ratio of less than 1% on Charges containing SafeKey data or as otherwise detailed by us in the Authorisation and submission specifications;

3.8.2.6. good standing with us as reasonably determined by us; and

3.8.2.7. any other requirements which we may introduce or change from time to time.

3.8.3. The SafeKey Programme only applies to Card Not Present Charges made on Cards that are eligible for SafeKey authentication processing, by Internet Orders through your Establishments, and that meet the following criteria and requirements:

3.8.3.1. the Charge indicates it was fully SafeKey authenticated or a SafeKey authentication was attempted;

3.8.3.2. the additional SafeKey authentication data was provided in both the Authorisation request and the submission record;

3.8.3.3. the Cardmember disputed the Charge as fraud; and

3.8.3.4. the Card is issued in a market specified by us to you from time to time.

- 3.8.4. f. at any time, you do not meet the requirements listed above, or if we receive a disproportionate number of disputed Charges or high instance of fraud then:
- 3.8.4.1. you must work with us to reduce the number of disputes and fraudulent transactions;
- 3.8.4.2. we may, in our sole discretion, modify or terminate your Establishment's participation in the SafeKey Programme.
- 3.8.5. The SafeKey Programme does not apply to disputed Charges involving any other types of disputes, including customer service or goods or services disputes.
- 3.8.6. We will not exercise Full Recourse for Charges if both the Establishment and Charge comply with the foregoing requirements. The SafeKey Programme does not prevent us from taking other protective action, such as those listed in Section 11.
- 3.8.7. We may suspend, terminate or modify the SafeKey Programme at any time, with or without notice to you. We shall not be liable and shall have no obligation to you in the event we suspend, terminate or modify the SafeKey Programme. If you do not agree with the current or modified SafeKey Programme, you must:
- 3.8.7.1. cease participating in the SafeKey Programme;
- 3.8.7.2. surrender your SafeKey certification status; and
- 3.8.7.3. return or destroy all confidential information provided to you pursuant to the SafeKey Programme.
- 3.9. Unattended Terminals - CATs and Payment Kiosks**
- 3.9.1. We will accept Charges for purchases at your unattended CATs or payment kiosks subject to the requirements of Section 3.6.1 above and the following additional requirements. You must:
- 3.9.1.1. include in all requests for Authorisation the full magnetic stripe data stream;
- 3.9.1.2. lag all requests for Authorisation with a CAT indicator; and
- 3.9.1.3. follow any additional Authorisation procedures that we may provide to you if you accept the Card at a CAT that is part of, or attached to, a fuel dispenser.
- 3.10. Recurring Billing Charges**
- 3.10.1. If you offer Cardmembers the option to make recurring Charges automatically for a series of separate purchases or payments (Recurring Billing Charges), before submitting the first Recurring Billing Charge you must:
- 3.10.1.1. obtain the Cardmember's consent to charge their Card for the same or different amounts at specified or different times; and
- 3.10.1.2. notify the Cardmember that they are able to discontinue Recurring Billing Charges at any time.
- The method you use to secure the Cardmember's consent must contain a disclosure that you may receive updated Card account information from the financial institution issuing the Cardmembers' Cards. You must retain evidence of such consent for eighteen (18) months from the date you submit the last Recurring Billing Charge.
- 3.10.2. Before submitting to us the first Recurring Billing Charge, you must obtain the Cardmember's name as it appears on the Card, Card account number, expiry date, and billing address.
- 3.10.3. Before submitting any Recurring Billing Charge you must:
- 3.10.3.1. obtain Authorisation; and
- 3.10.3.2. create a Charge Record including an indicator that the transaction is Card Not Present.
- 3.10.4. If this Agreement is terminated for any reason, then you shall at your own cost notify all Cardmembers for whom you have submitted Recurring Billing Charges of the date when you will no longer be accepting the Card. At our option you shall continue to accept the Card for up to ninety (90) days after any termination takes effect.
- 3.10.5. The cancellation of a Card account constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. We need not notify you of such cancellation, nor will we have any liability to you arising from such cancellation. You must discontinue the Recurring Billing Charges immediately if requested to do so by a Cardmember. If a Card account is cancelled, or if a Cardmember withdraws consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember (or former Cardmember). You will permit us to establish a hyperlink from our website to your website (including its home page, payment page or its automatic/recurring billing page) and list your customer service contact information.
- 4. Authorisation**
- 4.1. You must obtain Authorisation for all Charges. Each Authorisation request must include the full Card account number and be for the total price of your goods or services plus applicable taxes; provided, however, that in the case of a Prepaid Card that does not have sufficient funds available to cover the full amount, Authorisation is required only for the amount of funds used on the Prepaid Card and you may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or method of payment. If the other payment method is a Card, then this Agreement applies.
- 4.2. Authorisation does not guarantee that we will accept the Charge without exercising Full Recourse, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.
- 4.3. If you submit a Charge to us more than thirty (30) days from the original Authorisation date, you must obtain a new Authorisation approval code number. For Charges of goods or services that are shipped or provided more than thirty (30) days after an order is placed, you must obtain Authorisation of the Charge at the time the order is placed, and again at the time you ship or provide the goods or services to the Cardmember.
- 4.4. When you process Card Present Charges electronically, you must transmit full Card data with your Authorisation request via your point of sale terminal. If the Card data is unreadable and you have to key-enter the transaction to obtain an Authorisation, you must take a manual imprint of the Card to validate Card presence.
- 4.5. If your point of sale terminal is unable to connect to our computer authorization system for Authorisation, or you do not have such a terminal, or we ask you to do so (i.e. a referral), you must obtain Authorisation for all Charges by calling us at our Authorisation telephone number. We reserve the right to charge you a fee for each Charge for which you request Authorisation by telephone, unless such failure to obtain Authorisation electronically is due to the unavailability or inoperability of our computer authorisation system.
- 4.6. If you or your Processor change the way in which you send data to us for the purposes of Authorisation, you must obtain our consent before the changes are made.
- 5. Submitting Charges and Credits to Us**
- All transactions must be conducted, and Charges and Credits made, in local currency, unless otherwise agreed to by us in writing, or unless otherwise required by local law or exchange control regulations. You must submit all Charges to us within seven (7) days of the date they are incurred, provided that you must wait to submit Charges until you have shipped the goods or provided the services to the Cardmember, after which you have seven (7) days to submit such Charges.
- You must issue Credits to the Card account used to make the original purchase, unless it was made with a Prepaid Card that is no longer available for the customer's use, or unless the Credit is for a gift that is being returned by someone other than the Cardmember that made the original purchase, in which case you may apply your refund policy. Charges and Credits will be deemed accepted on a given business day if processed by us before our deadline for processing Charges and Credits for that day at the relevant location.
- 5.1. Submitting Charges and Credits Electronically**
- 5.1.1. You must submit Charges and Credits electronically over communication links (Transmissions). Transmissions must comply with the specifications that we provide from time to time, including Charge Data. We need not accept any non-compliant Transmissions or Charge Data. You must place additional, less, or reformatted information on Transmissions within thirty (30) days' written notice from us. Even if you transmit Charge Data electronically, you must still complete and retain Charge Records and Credit Records.
- 5.1.2. If, due to extraordinary circumstances, you are required to submit Charges and Credits on paper, you must submit Charges and Credits (including Charge Data) in accordance with our instructions. We reserve the right to charge a fee for Charges and Credits submitted on paper. Such fee will be notified to you in advance.
- 5.1.3. With our prior approval, you may retain, at your expense, a Processor which (together with any of your other Covered Parties (defined in subsection 12.1 below)) you must ensure co-operates with us to enable your Card acceptance. You are responsible and liable for any problems or expenses caused by your Processor and for any fees that your Processor charges us or our Affiliates, or that we or our Affiliates incur as a result of your Processor's system for transmitting requests for Authorisations and Charge Data to us or our Affiliates. We may bill you for any fees or deduct them from our payments to you. You must notify us promptly if you change your Processor and provide us on request with all relevant information about your Processor.
- 5.1.4. Notwithstanding the foregoing, if commercially reasonable and not prohibited by any of your other agreements, you will work with us to configure your card authorisation, submission, and point of sale equipment or systems to communicate directly with our systems for Authorisations and submissions of Charge Data.
- 5.1.5. You must retain the original Charge Record or Credit Record (as applicable) and all documents evidencing the transaction, or reproducible records thereof, for twenty-four (24) months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember. You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within fourteen (14) days of our request.
- 6. Discount Rate and Other Fees**
- Your initial Discount is as provided to you in writing by us. Where the Discount Rate is referred to without further explanation, that rate shall be applied to the full amount of the Charge, including applicable taxes. We may adjust the Discount, change any other amount we charge you for accepting the Card, and charge additional fees from time to time, subject to advance notice to you. Charges that are not submitted electronically are subject to supplemental fees. We reserve the right, upon notice in writing to you, to charge supplemental fees for Charges for which you have not obtained Authorisation. We may charge you different Discounts for Charges submitted by your Establishments that are in different industries, and you must process Charges through the relevant Establishment Number provided by us for each industry. We will notify you of any different Discounts that apply to you. If you choose to receive paper statements, we may charge you a fee for each paper statement, which we may charge from time to time.
- 7. Payment for Charges**
- 7.1. You will receive payment according to your payment plan in local currency for the face amount of Charges submitted from your Establishments in the Country where you are present, "less": (i) the Discount; (ii) any other fees or amounts you owe us or our Affiliates under any agreement or arrangement; (iii) any amounts for which we have Full Recourse; and (iv) the full amount of any Credits you submit. Our standard payment plan is five (5) banking days from receipt by us of all relevant Charge data, although alternative payment plans are available upon request. You shall not be entitled to receive payment for or on behalf of any third party.
- 7.2. We may charge a fee for any rejected direct debits or direct credits or late payment. The level of such fee will be notified to you in advance.
- 7.3. You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges or Credits within ninety (90) days of the date of the statement or other reconciliation data received from us containing such claimed error or omission, or we will consider the relevant reconciliation data to be conclusively settled as complete and correct in respect of such amounts.
- 7.4. If we determine at any time that we have paid you in error, we may deduct such amounts from future payments due to you, debit your Account (if you have signed a Direct Debit mandate) or invoice you for such amounts. If you receive any payment from us not owed to you under this Agreement, you must immediately notify us (by calling our telephone service centre) and your Processor and return such payment to us promptly. Whether or not you notify us, we have the right to withhold future payments to you or debit your Account until we fully recover the amount. We have no obligation to pay any party other than you under this Agreement.
- 7.5. You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless we have exercised Full Recourse for such Charge, you have fully paid us for such Charge, and you otherwise have the right to pursue the Cardmember.
- 8. Disputed Charges & Dispute Resolution**
- 8.1. With respect to a Disputed Charge:
- 8.1.1. we have Chargeback rights, prior to contacting you, if we determine that we have sufficient information to resolve the Disputed Charge in favour of the Cardmember, or
- 8.1.2. we may contact you prior to exercising Chargeback
- 8.1.3. in either case, as mentioned above, you will have no more than 7 days after we contact you to provide to us a written response containing the information we require, including the full Card account number.
- 8.1.4. we will Chargeback, or our previous decision to exercise Chargeback will remain in effect, for the amount of the Disputed Charge if, by the end of 7 day period, you have not fully resolved the Disputed Charge or provided us with the information requested.
- 8.2. Resolution of Disputed Charge:
- If we determine, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in the Cardmember's favour, we will Chargeback for that Disputed Charge, or our previous Chargeback will remain in effect. If we resolve the Disputed Charge in your favour, we will take no further action (if we have not previously exercised Chargeback) or we will reverse our previous Chargeback or any special Chargeback (or "Full Recourse") programs that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of Chargeback.
- If we receive disproportionately high numbers or amount of Disputed Charges relative to your prior history or industry standards, notwithstanding anything to the contrary in the Agreement, we may place you in our Immediate Chargeback program and/or charge you a fee (Excessive Dispute Fee) and/or create a Reserve (defined in subsection 11.1 below).
- 8.3. All disputes and claims arising in connection with this Agreement, upon your or our election, shall be referred to and finally resolved by arbitration under the Bahrain GCC Rules of Arbitration, which Rules are deemed to be incorporated by reference into this clause. Claim means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to this Agreement, including any question regarding its existence, validity or termination, or the relationship resulting from this Agreement, whether based in contract, tort (including negligence, strict liability and fraud), statutes, regulations, directives or orders.
- 8.4. It is agreed that:
- 8.4.1. the tribunal shall consist of one arbitrator;
- 8.4.2. the place of the arbitration shall be at the Kingdom of Bahrain; and
- 8.4.3. the language of the arbitration shall be English.
- 8.5. The arbitrator will have the power and authority to grant equitable relief (e.g. injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.
- 9. Full Recourse**
- 9.1. We have Full Recourse rights in respect of any charge: (i) whenever a Cardmember brings a Disputed Charge, as described in Section 8, or have rights under law to withhold payments; (ii) in case of actual or alleged fraud relating to the Charge; (iii) if you do not comply with this Agreement (including omitting any Charge Data from Charge submissions), regardless of whether we had notice when we paid you for the Charge that you did not so comply and whether you obtained Authorisation for the Charge; or (iv) as provided elsewhere in this Agreement.
- 9.2. We may exercise Full Recourse by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we may notify you of your obligation to pay us, which you must do promptly and fully. Our failure to demand or take payment does not waive our Full Recourse rights.
- 10. Chargeback**
- We have Chargeback rights:
- 10.1. Whenever Cardmembers bring Disputed Charges, as described in subsection 8.1., or have rights under law to withhold payments;
- 10.2. In cases of actual or alleged fraud relating to Charges;
- 10.3. If you do not comply with the Agreement (including omitting any Transmission Data from Charge submissions), even if we had notice when we paid you for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question; or
- 10.4. As provided elsewhere in the Agreement.
- We may Chargeback by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we may notify you of your obligation to pay us, which you must do promptly and fully. Our failure to demand payment does not waive our Chargeback rights.
- 11. Protective Action**
- 11.1. Regardless of any contrary provision in this Agreement, we may, in our reasonable judgment, determine that it is necessary to withhold, and offset amounts from, payments we otherwise would make to you under this Agreement or require you to provide us with additional security for your or any of your Affiliates' obligations to us or any of our Affiliates under this Agreement or any Other Agreement. Such withheld payments are called a Reserve.
- 11.2. Some of the events that may cause us to establish a Reserve include: (i) your ceasing a substantial portion of or adversely altering your operations; (ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties currently owning 25% or more of such interests), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) your suffering a material adverse change in your business; (iv) your becoming insolvent; (v) our receiving a disproportionate number or amount of

- Disputed Charges at your Establishments; or (vi) our reasonable belief that you will not be able to perform your obligations under this Agreement, under any Other Agreement, or to Cardmembers.
- 11.3. If an event leads us to believe that we need to create a Reserve, then we may establish a Reserve or terminate this Agreement immediately upon notice to you. We may increase the amount of the Reserve at any time; provided that the amount of the Reserve will not exceed an amount sufficient, in our reasonable judgment, to satisfy any financial exposure or risk to us under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers), or to us or our Affiliates under any Other Agreement, or to Cardmembers.
  - 11.4. We may deduct and withhold from, and recoup and offset against, the Reserve any amounts you or any of your Affiliates owe us or any of our Affiliates under this Agreement or any Other Agreement. We may take other reasonable actions to protect our rights or those of any of our Affiliates, including changing the speed or method of payment for Charges, exercising Full Recourse, or charging you fees for Disputed Charges.
  - 11.5. You must provide to us promptly, upon request, information about your finances and operations, including your most recent certified financial statements.
  - 11.6. In the event that your account with us shows a debit balance, we shall be entitled to: (i) require payment in full by you on receipt of notification from us of the amount of such debit balance together with late payment interest thereon; (ii) debit your Account (if you have signed a Direct Debit mandate); and (iii) refer your account to a third party (which may be a firm of lawyers) for collection and to charge you a file referral fee and all associated costs.
- 12. Protecting Cardmember Information**
- 12.1. Standards for protection of information: Except as otherwise specified, you must, and you must cause your Covered Parties, to:
    - 12.1.1. store Cardmember Information only to facilitate Card transactions in accordance with this Agreement; and
    - 12.1.2. comply with the then-current Payment Card Industry Data Security Standard (PCI Standard). You must protect all Charge Records and Credit Records retained pursuant to this Agreement in accordance with these data security provisions. You must use these records only for purposes of this Agreement and safeguard them accordingly. Your data security procedures for the Card shall be no less protective than for Other Payment Products you accept. You are liable for your Covered Parties' compliance with this section. Covered Parties means any or all of your employees, agents, representatives, subcontractors, Processors, providers of your point of sale equipment or systems or payment processing solutions, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement.
  - 12.2. Data Security Operating Policy: You must comply with our Data Security Operating Policy, which we may amend from time to time. You have additional obligations under that policy based on your transaction volume, including providing to us documentation validating your compliance with the PCI Standard. This validation must be performed by a third party security assessor acceptable to us. We have the right to assess non-compliance fees in accordance with that policy for your failure to comply with those obligations.
  - 12.3. Notification of compromise: You must notify us immediately if you know or suspect that Cardmember Information has been accessed or used without authorisation or used other than in accordance with this Agreement. You must provide (and obtain any waivers necessary to provide) to us and our auditors, on request, full co-operation and access to conduct a thorough audit of such data incident, including providing all Card account numbers related to the incident and audit reports of the incident. You must work with us to rectify any issues arising from the incident, including consulting with us about your communications to Cardmembers affected by the incident and providing (and obtaining any waivers necessary to provide) us all relevant information to verify your ability to prevent future incidents in a manner consistent with this Agreement. Audits must include forensic reviews and reports on compliance, any and all information related to the incident, and they must identify the cause of the incident and confirm whether or not you were in compliance with the PCI Standard at the time of the data incident. We may contact a third party security assessor to begin forensic investigation or site certification.
  - 12.4. Indemnity obligations: Your indemnity obligations to us under this Agreement include, without waiving any of our other rights and remedies, liability for all fraudulent transactions related to such data incidents and all costs, fees, and expenses (including claims from third parties and all costs incurred by us related to the notification of Cardmembers and cancellation and reissuance of Cards, reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, interest, and penalties) we incur as a result of such data incidents unless:
    - 12.4.1. you notify us pursuant to this section;
    - 12.4.2. you are, and were at the time of the data incident, in compliance with our Data Security Operating Policy; and
    - 12.4.3. the data incident was not caused by the wrongful conduct of you or one of your employees or agents.
  - 12.5. No representation by us: Except as otherwise specified in these data security provisions or our Data Security Operating Policy, your compliance with our Data Security Operating Policy shall not in any way relieve your indemnity obligations to us under this Agreement, nor relieve or decrease your liability in any way. You are responsible at your sole expense for providing any additional data security measures that you deem necessary to protect your particular data and interests. We do not in any way represent or warrant that the measures contained in these data security provisions or our Data Security Operating Policy are sufficient or adequate to protect your particular data and interests. We disclaim any and all representations, warranties, and liabilities with respect to our Data Security Operating Policy, the PCI Standard, and the designation and performance of third party security assessors, whether express, implied, statutory, or otherwise, including any warranty of fitness for a particular purpose.
  - 12.6. We also offer tools that help Merchants evaluate the validity of a Charge by comparing information provided by the customer at the point of sale with information on file with the Issuer. These verification tools are available for both Card Present and Card Not Present Charges, and can be used in multiple layers simultaneously to help the Merchant mitigate the risk of fraud. However, our verification tools are not a guarantee that a Charge is in fact valid or bonafide, or that the Merchant will not be subject to a Chargeback.
- 13. Proprietary Rights and Permitted Uses**
- 13.1. Without prejudice to subsection 3.1.2., neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent.
  - 13.2. You agree that we, our third party merchant acquirers, our licencees and our Affiliates may list the name and address of your Establishment(s), including but not limited to your physical address, web site address and/or URL if appropriate, in materials containing lists of Establishments which accept the Card which we, our third party merchant acquirers, our licencees and/or our Affiliates may publish from time to time.
- 14. Miscellaneous**
- 14.1. Your Representations and Warranties**
- You represent and warrant to us that:
- 14.1.1. you are duly qualified and licensed to do business in all jurisdictions in which you conduct business;
  - 14.1.2. you have full authority and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due;
  - 14.1.3. there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder;
  - 14.1.4. you are authorised to enter into this Agreement on your own behalf and on behalf of your Establishments and Affiliates, including those indicated in this Agreement, and the individual who signs this Agreement or otherwise enters into it has authority to bind you and them to it;
  - 14.1.5. you may act on behalf of all your Affiliates who submit Charges under this Agreement, including acceptance by you of payment from us for Charges incurred with your Affiliates where you instruct such payment to be made to you;
  - 14.1.6. you are not listed on any sanctions targets lists;
  - 14.1.7. you have not assigned to any third party any payments due to you under this Agreement;
  - 14.1.8. all information that you provided in connection with this Agreement is true, accurate, and complete; and
  - 14.1.9. you have read this Agreement and kept a copy for your file, and provided a copy to all your Affiliates who submit Charges under this Agreement.
- If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may immediately terminate this Agreement in our discretion.
- 14.2. Assignment**
- You may not assign, subcontract or transfer this Agreement without our prior written consent. We may assign or transfer this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers upon written notice to you, and subcontract this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers in our discretion without notice to you.

**14.3. Amendment / Modification**

We may change this Agreement at any time (including by amending any of its terms, adding new terms, or deleting or modifying existing terms) on at least thirty (30) days' prior notice to you.

**14.4. Savings Clause / Severability**

If, at any time, any part of this Agreement (including any one or more of the sections of this Agreement or any sub-section or paragraph or any part of one or more of these sections) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

**14.5. Entire Agreement**

This Agreement is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof.

**14.6. Indemnification and Limitation of Liability**

14.6.1. You will indemnify, defend, and hold harmless us and our Affiliates, successors, and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, arising or alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under this Agreement, failure in the provision of your goods or services, or any violation by you, your employees, agents or contractors of this Agreement or any applicable laws or regulations.

14.6.2. In no event will either party or its Affiliates, successors, and assigns be liable to the other party for any incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort (including negligence, strict liability and fraud), statute, regulations, directives or orders) arising out of or in connection with this Agreement, even if advised of such potential damages. Neither you nor we will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or the banking system, except that our rights to create Reserves and exercise Full Recourse will not be impaired by such events.

**14.7. Waiver; Cumulative Rights**

Either party's failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Any rights and remedies of the parties are cumulative, not alternative.

**14.8. Compliance with Laws**

Each party will comply with all applicable laws, regulations, and rules.

**14.9. Governing Law; Jurisdiction**

This Agreement is governed by and will be construed according to the laws of the Kingdom of Bahrain. Courts of Bahrain will have non-exclusive jurisdiction.

**15. Confidentiality**

- 15.1. You must keep confidential and not disclose to any third party the terms of this Agreement and any information that you receive from us that is not publicly available relating to your relationship with American Express, its Affiliates, and your acceptance of the Card, including the Discount. Any Cardmember Information is confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement.
- 15.2. You are responsible for ensuring that Cardmember information remains secure in accordance with our Data Security Operating Policy (stated above in subsection 12.2.)

**16. Term and Termination**

- 16.1. This Agreement begins as of the date: (i) you first accept the Card after receipt of this Agreement or otherwise indicate your intention to be bound by this Agreement by submitting Charges to us under this Agreement; or (ii) we approve your application to accept the Card, whichever occurs first, and shall continue unless and until terminated by either party by giving the other party not less than thirty (30) days' written notice.
- 16.2. We can terminate this Agreement at any time without notice to you and without waiving our other rights and remedies if you have not submitted a Charge within any period of twelve (12) consecutive months. We also have rights to terminate this Agreement as set out elsewhere herein. We reserve the right to notify your point of sale terminal provider of termination of this Agreement.
- 16.3. If either party materially breaches its obligations and fails to remedy such breach within thirty (30) days after written notice from the other party specifying such a breach, then the party not in breach may terminate this Agreement immediately upon notice of termination.
- 16.4. If this Agreement terminates, without waiving our other rights and remedies, we may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates. If any amounts remain unpaid, then you and your successors and permitted assigns will remain liable for such amounts and will pay us within thirty (30) days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.
- 16.5. Most of the relevant terms such as Sections 1, 3, 5, 8, 9, 10, 11, 12, 13 and 14 will survive termination of this Agreement. Our right of direct access to the Account will also survive until such time as all credits and debits relating to transactions in accordance with the Agreement have been made.

**17. Notices**

- 17.1. All notices hereunder must be in writing and sent by hand delivery; or by first class mail, postage prepaid; or by expedited mail courier service; or by facsimile transmission to the addresses set out below.
- 17.2. If you have an American Express account manager, you should send notices to them. If you do not have an American Express account manager, you should send notices to us at: AMEX (Middle East) B.S.C (c), P O Box 5990, Manama, Kingdom of Bahrain. Fax: (+973) 17557855
- 17.3. We will send notices to you at the address, e-mail address, or facsimile number you indicated on your application to accept the Card. You must notify us immediately of any change in your notice address.

**Special Industry-Specific Operating Procedures**

If you conduct business in any of the following industries, you also must comply with the following provisions (as applicable):

**1. Lodging**

**1.1. Special Authorisation Procedures**

- 1.1.1. Upon check-in, if a Cardmember wishes to use the Card to pay for a lodging stay, you must obtain Authorisation for the full estimated amount of the Charge based upon the room rate and the number of days that they expect to stay, plus taxes and other known ancillary amounts (Estimated Lodging Charge) provided that you must not accept Prepaid Cards at check-in for purposes of Authorisation, guarantee or pre-payment. You must not overestimate the Estimated Lodging Charge. If you fail to obtain Authorisation for the Estimated Lodging Charge, and submit the Charge, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse for the full amount of the Charge.
- 1.1.2. Upon check-out:
  - 1.1.2.1. if the final Charge is no greater than the Estimated Lodging Charge plus 15% of the Estimated Lodging Charge, no further Authorisation is necessary; or
  - 1.1.2.2. if the final Charge is greater than the Estimated Lodging Charge by more than 15%, you must obtain Authorisation for any additional amount of the Charge that is greater than the Estimated Lodging Charge. If you fail to request such Authorisation for the additional amount, or your request for such Authorisation is declined, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse for the amount of the Charge in excess of the Estimated Lodging Charge.
- 1.1.3. If Cardmembers opt to use Prepaid Cards at the time of check-out when the final Charge is known, you must obtain Authorisation for the full amount of Charges to be placed on the Prepaid Card.

**1.2. No-Show**

- 1.2.1. You will accept the Card for charges you impose on Cardmembers who fail to show for lodging reservations they have made with you only if:
  - 1.2.1.1. the Cardmember has guaranteed the reservation with his/her Card;
  - 1.2.1.2. you have recorded the Card number, its expiry date and the Cardmember's Billing Address; and
  - 1.2.1.3. you have a documented "No-Show" policy, which reflects common practice in your business and is in accordance with the prevailing law, which policy has been advised to the Cardmember at the time he/she makes the reservation.
- 1.2.2. If the Cardmember does not honour his or her reservation, you must include in the Charge Record an indicator that this is a "No-Show" Charge. Authorisation is required.
- 1.2.3. Prepaid Cards may not be used to guarantee reservations.

### 1.3. Periodic Charges

In the case of any Cardmember who incurs Charges at your Establishment over a period of time rather than at the end of the stay, you must obtain Authorisation for each Charge before accepting each Charge. You must submit the Charge Record in accordance with this Agreement.

### 1.4. Assured Reservation

If you participate in our Assured Reservations program, you must accept all Cards, to reserve accommodation until the published check-out time on the day following the scheduled arrival date (Assured Reservations). You must not accept any Prepaid Cards for Assured Reservations. For each Assured Reservation, you must confirm the reservation and record the Cardmember's name and address and the Card account number and expiration date.

### 1.5. Emergency Check-in

If a Cardmember whose Card is lost or stolen requests check-in, you must call our toll-free authorization number, ask for an "Authoriser", request Authorization for an "Emergency Check-In", and follow the Authorizer's instructions. You may then submit a Charge Record for the approved amount with the words "Emergency Check-in" under the Cardmember's signature or the appropriate electronic descriptor or Charge Data.

## 2. Motor Vehicle Parking

- 1.1. If a Cardmember agrees with you a specific number of days to leave a motor vehicle with you, you must submit the Charge within seven (7) days of the date of such agreement.
- 2.2. Where you provide a parking pass for a pre-determined number of days, you must submit the Charge within seven (7) days of the date of such provision.
- 2.3. Where the number of parking days is not known when the Cardmember leaves the motor vehicle with you, you shall not submit the Charge to us until the last day of parking.
- 2.4. We are entitled to Full Recourse for all Charges that we are unable to collect due to fraud.

## 3. Motor Vehicle Hire

- 3.1. When a Cardmember wishes to use the Card to hire a vehicle (not to exceed four (4) consecutive months), you must obtain Authorisation for the full estimated amount of the Charge by multiplying the rate by the rental period reserved by the Cardmember plus any known incidentals (Estimated Rental Charge). You must neither overestimate this amount nor include an amount for any possible damage to or theft of the vehicle. If you wish to accept the Card for property damage to a rental vehicle, you must sign an addendum to this Agreement governing responsibility for such damages.
- 3.2. If you fail to obtain such Authorisation for the Estimated Rental Charge and submit the Charge, and the Cardmember fails to pay the Charge for any reason, we shall have Full Recourse for the full amount of the Charge.
- 3.3. Upon return of the vehicle:
  - 3.3.1. If the final Charge is no greater than the Estimated Rental Charge plus 15% of such Estimated Rental Charge, no further Authorisation shall be necessary; or
  - 3.3.2. If the final Charge is greater than the Estimated Rental Charge by more than 15%, you shall obtain Authorisation for any additional amount of the Charge that is greater than the Estimated Rental Charge. If you fail to obtain such Authorisation for the additional amount, or your request for such Authorisation is declined, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse for the amount of the Charge in excess of the Estimated Rental Charge.
- 3.4. If you notify you that an Establishment is not complying with these Authorisation procedures, you must cure such non-compliance within thirty (30) days. If, after thirty (30) days from the date of such notice, you continue not to comply with these procedures, then we will have Full Recourse for the full amount of any Charges made at that Establishment during such continued non-compliance. For purposes of this provision, "non-compliance" occurs when more than 5% of either your total or any one Establishment's Authorisations do not comply with the preceding procedures.
- 3.5. You shall not accept Prepaid Cards to reserve or pick up a rented vehicle, but you may accept Prepaid Cards for payments upon the return of vehicles when the final Charge amount is known.

## 4. Motor Vehicle Sales

- 4.1. We will accept Charges for the deposit payment or the entire purchase price of new and used motor vehicles only if:
  - 4.1.1. the amount of the Charge does not exceed the total price of the motor vehicle after deduction of applicable discounts, rebates, cash down payments, and trade in values; and
  - 4.1.2. you obtain Authorisation for the entire amount of the Charge.
- 4.2. If the Cardmember denies making or authorising the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardmember, we will have Full Recourse for such Charge.

## 5. Restaurants

For your restaurant Establishments:

- 5.1. If the final restaurant Charge is no greater than the amount for which you obtained Authorisation plus 20% of that amount, no further Authorisation is necessary; or
- 5.2. If the final restaurant Charge is greater than the amount for which you obtained Authorisation by more than 20%, you must obtain Authorisation for any additional amount of the Charge that is greater than that amount.

## 6. Detective/Protective Agencies; Night Clubs; Personal Services; Door to Door Sales; Quick Service Restaurants; Bail Bondsmen; Auction Sales; Taxation, Brokerage Fees and Financial Advisor Fees; Premium Rate Telephone Services

We will exercise Full Recourse immediately for all Disputed Charges without first sending you a dispute enquiry.

## 7. Charitable Donations

- 7.1. You represent and warrant that you are a non-profit organisation and are registered as a charity in the country where you are conducting business.
- 7.2. We will exercise Full Recourse immediately for all Disputed Charges without first sending you a dispute enquiry.

## 8. Telecommunications

- 8.1. If you conduct business in the telecommunications industry, notwithstanding anything to the contrary in this Agreement, we may exercise Full Recourse for Disputed Charges involving either a Disputed Charge in an amount equivalent to US\$50 or less or alleged or actual fraud, no matter what the amount of the Disputed Charge. We may adjust your Discount Rate annually based on the number of Disputed Charges submitted to us during such period.

- 8.2. The list of Affiliates that you must provide to us under Section 1 of the Agreement must include any entity that uses your Marks or holds itself out to the public as a member of your group of companies in the geographic area where you operate any telecommunications services. Tele-communications means communications services, including personal communications services; mobile, paging, long distance, or local telephone services; Internet access services; or satellite or cable television services.

## 9. Insurance

- 9.1. If any of your goods or services are sold or billed by Independent Agencies, then you must provide to us a list of such Independent Agencies and notify us of any subsequent changes in the list. We may use this list to conduct mailings that encourage such Independent Agencies to accept the Card. We may mention your name in such mailings, and you will provide us with a letter of endorsement or assistance as we may require.
- 9.2. You will use your best efforts to encourage Independent Agencies to accept the Card. We acknowledge that you have no control over such Independent Agencies.
- 9.3. From time to time, and subject to Section 3 of the Agreement, we may establish marketing campaigns that promote Card acceptance specifically at your Establishments or, generally, at insurance companies. You acknowledge that a necessary purpose for which you submit Cardmember Information that is responsive to such marketing campaigns includes our use of that information to perform backend analyses to determine the success of such marketing campaigns. This Agreement does not authorise either party to enter into any marketing or cross selling arrangements for insurance products.
- 9.4. We undertake no responsibility on your behalf for the collection or timely remittance of premiums.
- 9.5. You will indemnify, defend, and hold harmless us and our Affiliates, successors, and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, to Cardmembers (or former Cardmembers) arising or alleged to have arisen from your termination or other action regarding their insurance coverage.
- 9.6. In this Section 9, you and your include Agencies that conduct business in the same industry as you. Agency means any entity or line of business that uses your Marks or holds itself out to the public as a member of your group of companies.
- 9.7. Independent Agency means an entity or line of business that sells your and other's goods or services for which it may receive either payment or commission from you or an Agency.

## 10. Online Master Merchants / Aggregators

- 10.1. If you provide payment services on behalf of third parties conducting business through Internet Orders (Sponsored Merchants) but are the merchant of record for payment or customer service issues (Aggregator Services), then you must: (i) make clear to Cardmembers at the time of sale and on Cardmembers' billing statements which entity is the seller (i.e., you or the Sponsored Merchant), (ii) ensure that your name and customer service contact information prominently appear whenever Cardmembers enter or submit Card payment information to you and on any transaction record or receipt issued to them from your website or payment engine; and (iii) hereby represent and warrant that you are in the business of providing Aggregator Services.
- 10.2. The prohibitions in the Agreement, as applicable, against acting on behalf of other parties will not apply to your Aggregator Services.
- 10.3. You will provide Aggregator Services only to third parties that meet our criteria and whom we do not otherwise prohibit (as we may notify you from time to time). You are responsible for all Charges, Credits, disputes, and other customer service issues related to transactions involving Sponsored Merchants. You must enforce, and cause Sponsored Merchants to abide by, Sections 3, 5, 8, 11, 12, 14 and Clauses 3.5, 5 and 6 of Special Industry-Specific Operating Procedures and other applicable provisions of the Agreement in respect of your Aggregator Services. You must provide us, promptly on request, with such information as we require about Sponsored Merchants.
- 10.4. You must clearly disclose to Sponsored Merchants any fees you charge for your Aggregator Services, making clear that such fees are neither required nor requested by us.
- 10.5. Notwithstanding anything contrary in the Agreement, if we disapprove any Sponsored Merchant, you must cease providing Aggregator Services to it within two (2) business days of notice and enforce against it the post-termination provisions of Section 16 of the Agreement. We may exercise Full Recourse for all Charges submitted in respect of Sponsored Merchants. You must comply with any additional requirements, policies, or procedures of which we notify you from time to time.

## Interpretation

In construing this Agreement, unless the context requires otherwise:

1. the singular includes the plural and vice versa;
2. the term "or" is not exclusive;
3. the term "including" means "including, but not limited to";
4. the term "e.g." means "by way of example only, and without limitation";
5. the term "day" means calendar day;
6. any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time;
7. all captions, headings, and similar terms are for reference only; and
8. each of you and us is a "party" to the Agreement.



Mazin Khoury  
Chief Executive Officer  
AMEX (Middle East) B.S.C. (c)

## Glossary

**Account** - means your designated bank account in your Country.

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

**American Express Card and Card** - mean any card, account access device, or payment device bearing any of our or our Affiliates' Marks.

**Authorization** - means an authorization in the form of an approval code number given by us or a third party designated and approved by us.

**Business day** - means a day on which commercial banks are open for business in your Country.

**Cardmember** - means the person whose name appears on the Card (or the carrier or holder of a Prepaid Card whose name may or may not be embossed or otherwise printed on the face of the Card).

**Cardmember Information** - means any information about Cardmembers and Card transactions, including the names, addresses, account numbers, and Card Identification Numbers (CIDs).

**Charge** - means a payment or purchase made on the Card.

**Card Present Charge** - means a Charge for which the Card is presented to you at the point of purchase. Card Not Present Charge means a Charge for which the Card is not presented to you at the point of purchase (e.g., Charges by mail, telephone, or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called CATS).

**Charge Data** - means the information listed in Section 3.3

**Charge Record** - means a record of a Charge that complies with our requirements (see Section 3.3).

**Chip and PIN and chip and signature transactions** - are defined in Section 3.5.

**Credit** - means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

**Credit Record** - means a record of a Credit that complies with our requirements (see Section 5.1).

**Discount** - means our fee for accepting Charges. Where the Discount is expressed as a percentage, we refer to the Discount Rate.

**Disputed Charge** - means a Charge about which a claim, complaint, or question has been brought.

**Establishment** - means each of your and your Affiliates' locations, shops, outlets, websites, online networks, and all other points of sale using any methods for selling goods and services, including methods that you adopt in the future (sometimes also referred to as a "merchant", "SE" or "Service Establishment" in our materials).

**Establishment Number** - (sometimes called the "merchant" or "SE" number in our materials) is the unique number we assign to each Establishment. If you have more than one Establishment, we may assign to each a separate Establishment Number.

**Full Recourse** - (sometimes called a "chargeback" in our materials) means our right to reimbursement from you for all or part of the amount of a Charge subject to such right, e.g. a Disputed Charge.

**An Internet Electronic Delivery Transaction** - occurs when goods or services are ordered online and electronically delivered online (e.g. images or software downloads).

**An Internet Order** - occurs when Card payment information is taken via the worldwide web, online (e.g. via a website payment page), email, intranet, extranet, EDI or other similar network in payment for goods or services.

**Local currency** - means the currency of the country in which a Charge or Credit is incurred.

**Marks** - mean names, logos, domain names, service marks, trademarks, trade names, taglines, or other proprietary designations.

**Other Agreement** - means any agreement other than this Agreement between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

**Other Payment Products** - excludes the Card and means any other charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services, or products.

**Prepaid Card** - means any Card marked "prepaid" or bearing such other identifier as we may notify you.

**Processor** - means a third party intermediary retained by you that we have approved for obtaining Authorizations from and submitting Charges and Credits to us.

**Swiped transactions** - are defined in Section 3.5.

**We, our, and us** - mean AMEX (Middle East) B.S.C. (c).

**You and your** - mean the entity accepting the Card under this Agreement and its Affiliates conducting business in the same industry.

