

# The Corporate Purchasing Card Agreement

The parties to this agreement (the "Agreement") are AMEX (Middle East) B.S.C. (c) ("AEME") and the Company having a Corporate Purchasing Card Account. The use of the Card is subject to its terms and conditions. This Agreement shall become effective and binding upon the receipt of the Card or the first use of the Card. This Agreement is supplemented by a Schedules of Fees and Charges as applicable to the Account.

## 1. DEFINITIONS

"Account" - Any account established by AEME in the name of the Company for the issuance of a Card, under these terms and conditions.

"AEME" - AMEX (Middle East) B.S.C. (c), its successors, assigns, subsidiaries, branches, and sister or parent companies.

"Authorised User" - The person with actual or apparent authority to use the Card and charge Transactions to the Account. An Authorised User can be a person to whom the Company discloses Card details, thereby enabling Transactions to be made.

"Billing Currency" - The currency in which an Account is issued. The Billing Currency can differ from the currency in which Charges are incurred.

"Card" - The Corporate Purchasing Card, whether plastic or virtual, issued by AEME to the Company under a Corporate Purchasing Card Account, and includes Basic, supplementary and Replacement Cards.

"Charges" - All amounts debited to an Account arising from the issue or use of the Card(s) or otherwise under these terms and conditions and includes without limitation, all Card Transactions fees, interest, expenses, legal cost, or any other fees or liquidated damages.

"Company" - The company, business, firm or Corporate Purchase Card Account holder in whose name the Account is held with AEME and who has authorized the issuance of a Card.

"Due Date" or "Payment Due Date" - The Gregorian date on which payment of the debit amount on the New Balance as specified on the Statement of Account is due and payable in FULL.

"Charges on Overdue Balance" - The amount set forth on the Schedule of Fees and Charges and payable by the Company.

"New Balance" - The total credit balance or debit balance on the date of the Statement of Account according to AEME's records including all Charges.

"PIN" - The Personal Identification Number provided to the Company to be used in conjunction with the Card.

"Program Administrator" - A person nominated by the Company on the application form or as notified to AEME in writing from time to time, who shall have the authority to administer all aspects of the Account and act on the Company's behalf.

"Replacement Card" - A new Card issued to the Company in case of loss, theft, mutilation or non-receipt of a Card.

"Schedule of Fees and Charges" - A separate document provided by AEME which gives details of the Charges and fees as applicable to the Account. The Schedule of Fees and Charges, as determined by AEME and amended from time to time, is an integral part of this Agreement.

"Service Establishments" - Providers of goods or services which accept the Card as a means of payment for purchase or reservation of goods and services.

"Statement Date" - The Gregorian date on which the Statement of Account is issued to the Company.

"Statement of Account" - AEME's monthly or other periodic Statement of Account provided to the Company showing particulars of the New Balance incurred by the Company through the Card and payable to AEME.

"Transaction" - Any payment made by the Company or amount charged by a service Establishment for any goods, services, or reservations made by using the Card(s) or the PIN or in any other manner including, without limitation, mail, internet, telephone, or facsimile orders, any other mode of communication or reservations authorized regardless of whether a form or voucher was signed by the Authorised User.

"Unauthorised Use" - Any use, including making Transactions on the Card, by any party other than the Authorized User and without the Company's permission or approval.

## **2. USE OF THE CARD**

1. Although the Company has the right to use the Card, the Card shall at all times remain the property of AEME. The Company must, on AEME's instructions, suspend use of and surrender any physical Card immediately to AEME, any Service Establishment or any other authorized representative of AEME. The Company must not use the Card after the expiration of the validity period or after it has been damaged, withdrawn or cancelled.
2. The Company is the only person authorized to use the Card for Transactions, identification or any other purpose. Since the Company is designating persons to act on its behalf it must not allow any person other than an Authorised User to use the Card or the PIN. When an Authorised User presents the Card or provides related Account details to a Service Establishment the Company is deemed to agree that the Account will be debited for payment.
3. The Card is issued to the Company solely for the purposes of Transactions on behalf of the Company for business purposes as listed on the Company's Account application form. AEME is not responsible for ensuring the Company's or its employees' compliance with the Account terms and conditions and / or the Company's internal policies and procedures for the use of the Card.
4. If the Company uses the Card to buy goods or services on installments or on a premium basis (e.g. insurance) the Company authorizes AEME to pay all such periodical premiums or installments on its behalf at the request of the Service Establishment, and the Company undertakes to repay AEME accordingly. The Company must inform the Service Establishment in writing if the Company wishes to stop any such periodical payments. AEME shall not be responsible for any breach, cancellation or termination of any legal arrangement or relationship (e.g. insurance policy) resulting from AEME's inability to pay the said Charges.
5. If the Company or any of its affiliates is an owner of a Service Establishment it is not allowed to use the Card in its or its affiliates own Service Establishments. The Company is not allowed to utilize the Card to fund any part of, or to meet the working capital requirements of its business without AEME's consent.
6. The Company is solely liable for all amounts due on the Account and for all Charges incurred on the Card issued to the Company.
7. The Company is not entitled to use the Card to withdraw or extract cash in Service Establishments in any manner including via requests for cash refunds on purchases, and shall only use the Card to purchase goods or services.
8. The Company is not entitled to use the Card to pay for goods or services offered online over the internet on websites without AEME's prior consent.
9. The Company shall not use the Card as payment for any illegal or unlawful purchases or services and is responsible for any use that is in violation of any local or other laws and regulations. The Company further agrees to indemnify AEME for any liability or action whatsoever that may arise as a result of such Transactions.
10. The Company expressly authorizes AEME to use the information provided by the Company for AEME's targeted promotional activities including without limitation, promotional activities conducted in conjunction with third parties selected by AEME, for third party researches and surveys, in accordance with the limitations of the applicable laws.
11. The Company agrees to follow the Card activation procedures laid down by AEME from time to time and shall also be subject to any identity checks and verifications by AEME and or any third parties (e.g. credit bureaus, government agencies, Service Establishments, etc).

12. All Charges will be debited to the Account in the Billing Currency. Any Transactions that are effected in currencies other than the Billing Currency will be debited to the Account after conversion as set forth in Clause 5 (Foreign Charges).

### **3. THE ACCOUNT**

1. Following approval of the Company's application AEME will set up and operate an Account for the Company and, where applicable, issue Cards to the Company. AEME may consider the Company to be in material breach if any statement made by the Company in connection with the Account was false or misleading or if the Company breaches any other agreement it has with AEME's affiliates.
2. AEME is fully authorized to manage and operate the Card Account and to debit all Charges, Transactions made on the Card, fees and other amounts for all of which the Company shall be liable. The Company irrevocably undertakes and promises to pay to AEME all Charges and amounts debited to or outstanding on the Card Account whether or not a record of the Charge or Transaction has been issued and or signed at the Service Establishment.
3. Except for what is provided under Clauses 8 (Queries) and 13 (Lost, Stolen or Damaged Cards) of this Agreement, the Company acknowledges and agrees that all Charges debited at any time by AEME to the Card Account are true and accurate. The Company also acknowledges that all records and data maintained by AEME on microfilm or in any printed or electronic form in connection with the Transactions, Charges, Card or Card Account are true, accurate and complete and may be used in any court of law as conclusive evidence which may not be disputed or challenged in any manner.
4. AEME may, at its ultimate discretion, determine spending limits, refuse any request for authorization and may decline any Transaction or suspend any Card or Account regardless of the reason and without giving any notice to the Company. Also, AEME may not be liable to provide or process authorization for any Transaction due to technical failures or other reason beyond AEME's reasonable control.

### **4. COMMUNICATION**

AEME may communicate with the Company by courier, post, electronically by email, through its websites, online services, SMS or statement inserts as it deems suitable. Any communication from AEME to a Program Administrator or Authorised User will be deemed to be a communication to the Company. The Company will hold AEME harmless from acting on the instructions of its Program Administrator or Authorised User.

### **5. FOREIGN CHARGES**

All Transactions incurred in a currency other than the Billing Currency will be converted into the Billing Currency. The conversion will take place on the date the Charge is processed by AEME, which may not be the same date on which the Authorised User made the Transaction as it depends on when the Charge was submitted to AEME. Unless a specific rate is required by applicable law, the Company understands and agrees that AEME's treasury will use conversion rates based on wholesale exchange rates that it selects from customary industry sources on the business day prior to the processing date or the most recent wholesale exchange rate available, increased by a single Conversion Processing Fee if specified in the Schedule of Fees and Charges. If Charges are converted by third parties prior to being submitted to AEME, any conversions made by those third parties will be at rates selected by them.

### **6. STATEMENTS OF ACCOUNTS & PAYMENTS**

1. AEME will send regular Statements of Account to the Company, providing details of the monthly Transactions and amounts due on the Card Account. Each Statement of Account will specify the New Balance.
2. Payment of the New Balance as specified on the Statement of Account is due in FULL and payable immediately and in any event no later than the Payment Due Date. The Company must contact AEME immediately if the Company does not receive the Statement of Account within 7 days of the expected Statement Date. Failure to pay is a material breach of this Agreement.
3. If the Company is settling the Statements of Account directly with AEME the Company must pay in the Billing Currency. However, if a payment is made in another currency it may be accepted at the discretion of AEME and be converted into the Company's Billing Currency as per the standard AEME terms and the Company may be charged conversion costs or costs in collecting such payments from the bank.

4. If the Company is on a direct debit arrangement with the Company's bank, settlement is governed by the following procedures and conditions:
  - i) The Company's bank will be advised monthly by AEME of the New Balance. The Company will receive a separate monthly statement showing the Transactions and Charges for which the Company's bank account will be debited.
  - ii) The Company's bank will automatically pay the New Balance in full on the Company's behalf by debiting the Company's bank account on or before the Payment Due Date. The Company will ensure that it has sufficient funds in the Company's bank account to cover the amount due.
  - iii) AEME may charge the Card Account a fee as per the Schedule of Fees and Charges, if the direct debit is not paid for any reason whatsoever, in addition to any other relevant costs that AEME may incur.
  - iv) If the Company wishes to terminate a direct debit arrangement it must obtain AEME's prior written consent.
  - v) Irrespective of the direct debit arrangement with the Company's bank, the Company remains liable as for the timely payment of all amounts due on the Account.
5. All payments by the Company to AEME shall be made according to the New Balance without deduction of any kind including but not limited to any taxes, withholdings, fees, levies or other deductions.
6. AEME may charge the Company Charges on Overdue Balance Charges on overdue balances monthly as specified in the Schedule of Fees and Charges. Charges on Overdue Balance shall be levied on each Payment Due Date until all outstanding amounts are fully paid by the Company directly or through its direct debit arrangement.
7. If payment from the Company to AEME is made by cheque and the cheque is dishonored or not paid for any reason whatsoever the Company shall be fully liable for all legal consequences thereof and AEME may charge the Card Account a fee as per the Schedule of Fees and Charges, in addition to any other relevant costs that AEME may incur.
8. The Company shall also be liable for any costs which AEME may have to incur in recovering any overdue payments from the Company. This includes all legal fees and costs that AEME may incur in using any third parties, such as lawyers or collection agents, in addition to all costs which these third parties may incur while trying to recover any overdue or amounts outstanding on the Account on behalf of AEME. The Company further agrees and undertakes to indemnify AEME for any recovery action whatsoever that may arise accordingly.
9. The Company undertakes to promptly notify AEME in writing of any change in billing address and contact numbers. The Company also undertakes to provide AEME with copies of renewed or changed Company documents and identification documents i.e. CR, Authorised Signatory Passport, CPR, Civil ID, Personal Identification Card, etc., as soon as there are any changes in any of them.
10. If the Company pays to AEME any amount which is in excess of the New Balance of the Card, AEME retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Company.
11. Except as AEME may agree in writing, AEME will not waive any rights if AEME (a) accepts a late or partial payment, (b) accepts a cheque or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extends the due date of any payment due under this Agreement, and or (d) releases any collateral or person responsible for the Company's obligations under this Agreement.

## **7. SET OFF**

Where the Company or any of its affiliates are under an obligation to AEME under this Agreement or other agreements (including card acceptance agreements for Service Establishments), AEME will be entitled to set off an amount equal to the amount of such obligation against amounts owed by AEME to the Company or any of its affiliates under any of the agreements irrespective of jurisdiction or the currency of the relevant amounts.

## **8. QUERIES**

1. If the Company has any queries about any of the Charges or Transactions which appear in any Statement of Account, the Company must contact AEME immediately and in any event, no later than 30 days from the Statement Date. If the Company fails to notify AEME of any queries or disputes within the 30 day period, then the Company agree and acknowledge that all Charges and Transactions which appear on the Statement of Account are true, accurate and correct and hereby waive any right to object, dispute or challenge, in any manner whatsoever, any such Transactions, Charges or amounts. AEME will assume all Charges and Transactions to be true, accurate and approved by the Company upon the lapse of the said 30 day period.
2. AEME is not responsible for goods or services paid for by use of the Card in any way. Once the Company pays for goods or services by his or her Card, the Company may not at any later time cancel any Charge or Transaction without the approval of the Service Establishment from which he or she purchased the goods or services. Any dispute related to the quantity, quality or delivery of the goods or services or otherwise shall be settled directly with the concerned Service Establishment. AEME shall have no direct or indirect involvement in any such dispute. Even if such dispute occurs, the Company must in all circumstances pay the total New Balance as shown on the Company's monthly Statement of Account. If such dispute is not approved and settled by the Service Establishment, the Company shall be liable to and may not refuse to pay to AEME the value of any Charge or Transaction debited to the Card Account because of such dispute or dissatisfaction or any other matter related to the goods or services paid for by the Card.
3. AEME may at its discretion, raise an inquiry on behalf of the Company with a Service Establishment and obtain the relevant supporting documentation for any disputed Transaction(s). AEME reserves the right to debit the Company's Account with an Investigation Fee if specified in the Schedule of Fees and Charges. If the investigation reveals that the disputed Transaction does not relate to the Company in any manner, AEME will credit the Card Account for the disputed Transaction and will not charge the Investigation Fee. AEME shall make bona-fide and reasonable efforts to resolve a dispute raised by a Company. The Company will be liable for all costs associated with the collection of dues including legal and external agencies expenses.
4. Upon the request of the Company, and if available in AEME's records at the time of the request, AEME will provide the Company with reprints of its monthly Statement of Account. There will be no charges for reprints of the Statements of Account for the most recent three months preceding the request. However, any reprints for periods earlier than that may be subject to a fee as specified in the Schedule of Fees and Charges.

## **9. TERMINATION OF THIS AGREEMENT**

1. The Company may at any time choose to terminate this Agreement or cancel any Cards by, where applicable, surrendering to AEME all relevant Cards issued in the name of the Company cut in half, accompanied with a letter requesting the termination of this Agreement, closing of the Account, and the cancellation of all Cards and services provided accordingly. However, the Agreement will not terminate and AEME will not agree to the termination unless AEME has received all Cards and payment in full towards the total amounts outstanding (both billed and unbilled amounts along with associated fees and charges) on the Account which shall immediately fall due and shall be payable upon termination. The Company shall indemnify AEME against all actions, proceedings, claims and demands that arise out of AEME's cancellation of a Card, Account or this Agreement at the Company's request.
2. AEME shall, at all times, have the right to immediately terminate this Agreement at its sole discretion without providing any reason for such termination. AEME reserves the right to cancel the Card and close the Account in the event of misuse or breach of this Agreement by the Company. In all of these events AEME shall not be responsible for any damages arising because of such cancellation. Upon the termination of this Agreement or cancellation of the Card for any reason, all amounts outstanding on the Card Account shall fall due and shall be payable immediately. The Company must pay in full the total amount outstanding on the Card Account and Transactions which are already debited to the Card Account or shown on a Statement of Account and shall be liable for all other amounts including Transactions, interest, fees and other Charges which are incurred but not yet debited to the Card Account or shown on a Statement of Account.
3. The Company shall not use the Card after cancellation or expiration of the Card or after the termination of this Agreement. Except for what is provided under Clauses 8 (Queries) and 13 (Lost, Stolen or Damaged Cards) of this Agreement, all Charges arising because of the use of the Card by the Company or because of any Unauthorized Use will be charged to the Card Account and the Company shall be fully liable for all such Charges.

4. AEME may list any cancelled Card in its cancellation bulletin or otherwise inform the Service Establishments of such cancellation. If a Service Establishment requests the Company to return or surrender a cancelled or an expired Card based on instructions from AEME, the Company shall immediately adhere and comply with such a request.

#### **10. RENEWING THE CARD**

1. The Company authorizes AEME to periodically renew the Card before its expiration.
2. Unless this Agreement is terminated, AEME may issue Replacement Cards for lost, damaged or stolen Cards. Such Replacement Cards will be governed by the provisions of this Agreement as might be amended from time to time.
3. The renewal or non-renewal of the Card is at the sole discretion of AEME.

#### **11. TERMINATION OF EMPLOYMENT, DEATH OR BANKRUPTCY**

1. The Company agrees to inform AEME immediately in the event of the termination of an Authorised User's or Program Administrator's employment, death or any other circumstance or event whereby the individual is no longer authorized or able to use the Card on behalf of the Company, and ensure that no further Charges are applied to the Card.
2. If the Company is adjudicated bankrupt or insolvent or files or is forced to file for bankruptcy protection or enter into arrangements with its creditors under applicable bankruptcy provisions then it is no longer authorized to use the Card.
3. AEME may at its ultimate discretion cancel and withdraw the Card or limit and restrict the use of such Cards in addition to any other rights which might be legally available for AEME in these circumstances. AEME may cancel and terminate all credit facilities and request the Company to immediately pay the total amount outstanding on the Account even if such amounts were previously deferred.

#### **12. PROTECTING THE CARD AND PIN**

The Company shall be responsible for the safe and secure dissemination of the Card(s) and PIN(s) to its Authorised Users. The Company must at all times secure the Card and the PIN(s) and must take proper care to ensure that the Card is safe and the PIN(s) is kept in extreme secrecy and prevent all other parties from using the Card or becoming aware of the PIN. The Company must ensure that any Authorised User preserves any PIN(s) separate from the Card at all times.

#### **13. LOST, STOLEN OR DAMAGED CARDS**

1. If the Company, Program Administrator or Authorised User loses a Card or if a Card is damaged or stolen or if the PIN becomes available to any unauthorised persons, the Company must immediately inform AEME by telephone. In addition, the Company shall provide AEME with a written notification within 3 days from the date of the occurrence of any of the above listed events, as per applicable laws.
2. If AEME is duly informed in the manner described above the Company shall not be liable for any Unauthorised Use after the Card has been reported lost or stolen. Failure on the Company's part to comply with the provisions of this article will render the Company liable for all Transactions and Charges incurred on the lost or stolen Card until the time the Card is reported as lost or stolen to AEME. However, the Company shall at all times be fully liable for all Transactions and Charges even if these Transactions and Charges were made by third parties if these third parties gained possession of the Card or the PIN with the knowledge, permission, approval or act(s) or omission(s) of the Company or because of the Company's negligence. If the Card is found after it was reported lost or stolen, the Company may not use or attempt to use the Card previously lost or stolen and shall immediately inform AEME for appropriate action.

#### **14. FRAUDULENT TRANSACTIONS**

If the Company or any of its employees or agents commit or attempt to commit any fraudulent transaction of any nature as determined by AEME or applicable laws, AEME has the right to immediately cancel the Card in addition to any other legal action available by law. The Company shall be fully liable for all amounts and

damages of any nature that AEME, Service Establishments or third parties may sustain because of such fraudulent acts by it of its employees or agents. AEME shall have the right to and is hereby authorized to file complaints and reports and to provide information about the Company, Card, Account or Transactions to any competent court, or regulatory or government authority and to participate in any investigation of fraud.

#### **15. LIABILITY AND REFUNDS**

1. AEME shall not be liable if a Service Establishment does not accept the Card. If a Service Establishment agrees to refund the amount of any Charge to the Company, AEME will only credit the Card Account if AEME receives a proper refund confirmation from the Service Establishment.
2. AEME is not responsible in any manner for the goods or services supplied to the Company.
3. Unless expressly provided otherwise, the Company shall be liable for all Charges incurred on a Card as soon as the Company has received it.
4. AEME will only be liable to pay back the amounts erroneously charged to the Card Account.
5. Whenever necessary and in particular in any of the circumstances set out in Clauses 8 (Queries), 13 (Lost Stolen or Damaged Cards) and 14 (Fraudulent Transactions) of this Agreement, the Company agrees to cooperate to the fullest extent to assist in any investigation that AEME may wish to make.
6. AEME shall not be liable in any manner for any amounts, claims or damages of any nature resulting from any i) non-acceptance of the Card or the way the Card is accepted or declined, ii) failure by AEME to perform its obligations under this Agreement arising from a technical failure of any kind including systems failure, date or other data processing failures, industrial dispute or any other event beyond the reasonable control of AEME, iii) indirect, special, punitive or consequential damages arising for any cause under this Agreement.
7. AEME shall not be liable for any damages of any nature if AEME fails to pay or delays the payment of any Transactions of any nature because of any technical failure, error or for any reason beyond AEME's reasonable control.

#### **16. CHANGE OF AGREEMENT**

AEME shall, at all times, unless prohibited by applicable laws, have the right to unilaterally change all or any of the provisions of this Agreement including the fees, Charges, and interest rates on the Schedule of Fees and Charges, or other terms of the Card or Card Account. AEME will notify the Company of any changes either by written or electronic communication or by publishing the changes in any manner or by any other appropriate means. Unless AEME decides the changes should be effective immediately or otherwise, all changes shall become effective and binding upon the lapse of 7 days from the date of the publication or notification of the changes. In any event, the use of the Card after the publishing or notification of any changes is a confirmation of the Company's full and final approval to such changes. If the Company does not agree to any of the changes, the Company must immediately, where applicable, surrender the Card cut in half to AEME, and issue a written request of the termination of this Agreement.

#### **17. NON-WAIVER**

AEME may, in its sole discretion, choose not to exercise any right under this Agreement, including the right to impose the full amount of any Charge, without waiving that right. Any waiver of a right by AEME must be in writing and signed by AEME.

#### **18. ASSIGNMENT**

AEME shall at all times have the right to assign or transfer all or any part of its rights, benefits or obligations under this Agreement to any of its affiliates, subsidiaries, branches, sister or parent companies, business partners or third parties. AEME shall also have the right to the transfer, securitisation, sale, pledge, factoring or disposal of all or any part of the receivables due on the Card Account. The Company ratifies and agrees in advance to all such acts. The Company shall not have the right to assign or transfer any rights or obligations under this Agreement or the Account without AEME's prior written consent, any assignment or transfer in violation of this clause shall be considered a material breach.

## 19. SEVERABILITY

If any term or condition of this Agreement is invalid or unenforceable then that term or condition will be deemed amended or deleted so as to be valid and enforceable in a manner closest to the intent of the original term or condition of the Agreement.

## 20. PRIVACY AND APPLICABLE LAW

1. This Agreement, the performance and construction of its provisions and all matters arising because of the issuance or use of the Card are subject to the laws of the Kingdom of Bahrain and the courts of the Kingdom of Bahrain shall have jurisdiction and be competent to decide over all disputes or matters arising in relation to this Agreement, the Card or other relevant matter. The Company also agrees that AEME may initiate collection procedures or other legal action in any other jurisdiction in which the Company may be resident or domiciled from time to time and agrees to submit to the choice of such jurisdiction.
2. It may not be reasonably possible for AEME to maintain original copies of all vouchers, receipts, records of Transactions and other documents signed by the Company to process any Transaction or other documents signed in connection with the use of the Card. It is AEME's policy to place the same on microfilm or to maintain the same in electronic form. Accordingly, the Company hereby agrees that such microfilm, electronic records or data maintained in any form by AEME or any copies or prints thereof even if not signed are true, complete and accurate and shall be final conclusive evidence admissible at any court of law to evidence any fact or matter whether related to the Account or to a Transaction or Charge and waives any right to object, dispute or challenge such evidence in any manner. The Company also agrees that any such evidence may be used in any procedure for verification of signatures.
3. AEME will:
  - (a) Disclose information about the Company, its Card Account, Transactions and Charges on its Card Account (which may include details of goods and or services purchased) to companies within the American Express group of companies worldwide (including third parties and other organizations which provide relevant services to the Card), to any other party whose name or logo appears on the Card issued to the Company, to any party authorized by the Company, to our processors and suppliers and to organizations which accept the Card in payment for goods or services purchased by the Company and obtain such information from those parties, in order to administer and service the Card Account, process and collect Charges on it, or in accordance with Clause 20 (Privacy and Applicable Law). When the Company purchases goods or services on behalf of a third party, the Company confirms that it has obtained the consent of the third party to the disclosure of its information to American Express group of companies worldwide for these purposes;
  - (b) Use information about the Company and information about how it uses the Card Account to develop lists for use within the American Express group of companies worldwide (including third parties and other organizations which provide relevant services to the Card) and other selected companies in order that AEME or these companies may develop or make offers to the Company (by mail, email, telephone, social media, SMS or any other mode of communication) of products and services in which the Company might be interested. The information used to develop these lists may be obtained from the application, from information on where the Card is used and information about the nature of the Transactions made on the Company's Card, from surveys and research (which may involve contacting the Company by mail or telephone) and from information obtained from other external sources such as merchants or marketing organizations;
  - (c) Exchange information about the Company and its Card Account with credit rating agencies, credit bureaus, or regulatory authorities, and report any Transaction, event, matter or incidence related to the Card or the Company to the regulatory authorities. Such information may be shared with other organizations in assessing applications received from the Company for credit or other facilities and for preventing fraud and tracking debtors;
  - (d) Carry out credit checks whilst any money is owed by the Company on the Card Account (including contacting the Company's bank, financial institution or approved referee) and disclose information about the Company and the Card Account to collection agencies and lawyers for the purpose of collecting debts on the Company's Card Account;
  - (e) Carry out further credit checks and analyze information about the Company and charges on the Card Account, to assist in managing the Company's Card Account, authorizing Charges on it and to prevent fraud;

- (f) Monitor and or record any telephone calls between AEME and the Company, either directly by AEME or by organizations selected by AEME, to maintain evidence of the contents of such telephone calls and to ensure consistent servicing levels (including staff training) and Account operation; and
  - (g) Keep information about the Company and its personnel, including Program Administrators and Authorised Users, for regulatory purposes for as long as required by law and/or regulation.
5. The Company is responsible for obtaining unambiguous informed consent from all its employees for participation in the Account and use of their personal information according to these terms and conditions, and shall hold AEME harmless and indemnified against any claims arising therefrom.
  6. If the Company believes that any information AEME holds about the Company or any of its employees is incorrect or incomplete, the Company must write to AEME without delay.