

# AMERICAN EXPRESS® CHARGE CARDS

## American Express Charge Cards

### THE PARTIES TO THE AGREEMENT

The parties to this Cardmember Agreement (the "Agreement") are AMEX (Middle East) B.S.C. (c) – Emirates, a branch of AMEX (Middle East) B.S.C. (c), Bahrain and the Cardmember whose name appears on the Card (the "Cardmember" or "CM"). Please read carefully this Agreement since the use of the Card is subject to its Terms and Conditions. This Agreement shall become effective and binding upon the accepted delivery or pick up of the Card, or the signature on the back of the Card or the first use of the Card or by Digital Acceptance. The Cardmember understands and agrees that any Digital Acceptance will be binding on the Cardmember as if such Agreement was executed, agreed and accepted in hard copy and signed in wet ink. This Agreement is supplemented by the Schedules of Fees and Charges applicable to the Cardmember's Card Account.

### 1. DEFINITIONS [in alphabetical order]

**"Account"** - Any account established by AEME in the name of the Cardmember upon the issuance of one or more Cards, under these Terms and Conditions.

**"AEME"** - AMEX (Middle East) B.S.C. (c), its successors, assignees, subsidiaries, branches, and sister or parent companies, including in particular AMEX (Middle East) B.S.C. (c) – Emirates, its UAE branch.

**"Balance Due"** - The total debit balance outstanding on the Card Account payable to AEME according to AEME's records on the date of the Statement of Account.

**"Card" or "Basic Card"** - The Charge Card (including the wearable as applicable) issued by AEME to the Cardmember, to operate the Account, and includes Basic, Supplementary, and Replacement Cards.

**"Cardmember" or "Basic Cardmember"** - The person in whose name a Card is issued to charge Transactions including Cash Withdrawals to the Account the debtor on the Account.

**"Cash Withdrawals" or "Express Cash"** - Any withdrawal of cash amounts made by using the Card and PIN on an Automated Teller Machine ("ATM") or "Cash Access" or by any other means as authorized by the Cardmember.

**"Cash Withdrawal Fee"** - The fee set forth on the Schedule of Fees and Charges and payable by the Cardmember for Cash Withdrawals.

**"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, Cash Withdrawals, fees, interest, expenses, legal cost, or any other fees or liquidated damages.

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

**"Confidential Information"** - Means all information relating to the Cardmember that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:

- (a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by AEME;
- (b) was known to AEME (without an obligation of confidentiality to the Cardmember) before its disclosure by the Cardmember;
- (c) is independently developed by AEME without recourse to information disclosed to it by the Cardmember; or
- (d) is rightfully obtained on a non-confidential basis from a person other than the Cardmember, provided that the person is not known by AEME to be bound by an obligation of confidentiality in relation to that information,

will not be considered to be Confidential Information for the purposes of this Agreement and will therefore not be subject to any duty of confidentiality.

**"Data Privacy Notice"** – A separate document providing details on how AEME deals with personal data relating to the Cardmember(s). The Data Privacy Notice is an integral part of this Agreement, and can be altered at any time by AEME.

**"Due Date" or "Payment Due Date"** - The date specified in the Statement of Account by which date payment of the Balance Due is to be made to AEME.

**"Digital Acceptance"** - Any acceptance of an Agreement through an Electronic Channel, including without limitation by way of Electronic Signature and click to accept forms.

**"Electronic Channels"** - Any electronic channel used by a Cardmember to access an Account or Card, including without limitation phone, fax, email, internet banking and mobile application.

**"Electronic Signature"** - Any symbols or other data in digital form attached to an electronically transmitted document as verification of the sender's intent to sign the document, including without limitation, faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.

**"E-Statement"** - AEME's monthly/periodic Statement of Account dispatched to the Basic Cardmember either via electronic mail, specifically to the registered

and verified email address associated with the Basic Cardmember's account or available via download from AEME's digital self-service portals. The E-Statement shall contain the Balance Due that was incurred by the Basic Cardmember and the Supplementary Cardmember(s), if any, and payable to AEME.

**"Membership Rewards"® "MR"** - Earned points for every Transaction made by the Cardmember, where the programme is applicable, and subject to applicable Terms and Conditions.

**"PIN"** - The Personal Identification Number selected by the Cardmember to be used in conjunction with the Card.

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

**"Schedule of Fees and Charges"** - A separate document providing details of the Charges and fees applicable to the Cardmember's Card Account. The Schedule of Fees and Charges is an integral part of this Agreement, and can be altered at any time by AEME.

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

**"Statement of Account"** - AEME's monthly or other periodic Statement of Account provided to the Basic Cardmember showing particulars of the Balance Due incurred by the Basic Cardmember and the Supplementary Cardmember(s), if any, and payable to AEME.

**"Supplementary Card"** - The Supplementary Card is the Card issued to a Supplementary Cardmember.

**"Supplementary Cardmember"** - Any person other than the Basic Cardmember who is issued a Supplementary Card at the request of the Basic Cardmember.

**"Transaction"** - Any payment made by the Cardmember 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, facsimile orders, any other mode of communication or reservations authorized regardless of whether a form or voucher was signed by the Cardmember.

**"Unauthorized Transaction"** - Any Transaction made on the Card, by any party other than the Cardmember without the Cardmember's permission or approval.

### 2. USE OF THE CARD

1. The Cardmember must sign the Card in ink, using a ball point pen, as soon as he or she receives it (and ensure that each Supplementary Cardmember signs his or her Supplementary Card); the Cardmember must also safeguard the Card and preserve any PIN in extreme secrecy and keep it separate from his or her Card. The Cardmember must not use the Card after the expiration of the validity period embossed on it, and not use the Card after it has been damaged, withdrawn or cancelled.
2. Although the Cardmember has the right to use the Card, the Card (plastic, metal or any other form factor) shall at all times remain the property of AEME. The Cardmember must surrender the Card immediately upon any request by AEME, any Service Establishment or any other representative of AEME, based on AEME's instructions. A Service Establishment or any other representative of AEME may at its discretion, and after instructions by AEME, withdraw, hold and keep the Card on behalf of AEME.
3. The Cardmember is the only person authorized to use the Card for Transactions including Cash Withdrawals, Contactless Payment, identification or any other purpose. The Cardmember (including Supplementary Cardmembers) must not allow any other person to use the Card(s) or the PIN(s). The Cardmember must safeguard the Card from misuse by retaining the Card under his or her personal control at all times.
4. If the Cardmember uses the Card to buy goods or services from a Service Establishment on a frequent or recurring basis (e.g. subscription to periodicals, TV channels, and the like) ("Recurring Charges") or if the Cardmember uses the Card to buy goods or services on installments or on a premium basis (e.g. insurance) the Cardmember authorizes AEME to pay all such Recurring Charges or periodical premiums or installments on his or her behalf on the basis of the Cardmember's standing instructions in relation to such Recurring Charges, and undertakes to repay AEME accordingly. The Cardmember must inform the Service Establishment and AEME in writing if the Cardmember 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 because of insufficient credit in the Cardmember's Account. AEME shall not be liable for any damages of any nature if AEME fails to pay or delays the payment of any Charges, installments or premiums because of any technical failure, error or for any reason beyond AEME's reasonable control.
5. Owners of Service Establishments who are Cardmembers or Supplementary Cardmembers are not allowed to use their Cards in their own Service Establishments. The Cardmember is not allowed to utilize the Card to fund any part of, or to meet the working capital requirements of his or her business.

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- The Cardmember is liable for all amounts due on the Account and for all Charges incurred on his or her Card or on any Supplementary Cards issued on his or her Account. The Supplementary Cardmembers are jointly and severally liable with the Cardmember for all Charges incurred on the Account or on his or her Supplementary Cards.
- The Cardmember is not entitled to use the Card to withdraw or extract cash in Service Establishments, and shall only use the Card to purchase goods or services.
- The Cardmember 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 Cardmember further agrees to indemnify AEME for any action whatsoever that may arise as a result of such Transactions.
- The Cardmember expressly authorizes and provides consent to AEME to use the information provided by the Cardmember 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.
- The Cardmember agrees to follow the Card activation procedures required 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).
- All Charges will be debited from 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 4.

### 3. THE ACCOUNT

- AEME is fully authorized to manage and operate the Card Account and to debit all Charges, Transactions made on the Card or any Supplementary Card, fees and other amounts for all of which the Cardmember shall be liable. The Cardmember irrevocably undertakes and promises to pay to AEME all Charges and amounts debited to or outstanding on the Card Account including Charges incurred on any Supplementary Card whether or not a record of the Charge or Transaction has been issued and or signed at the Service Establishment.
- Except for what is provided under Clauses 9 and 14 of this Agreement, the Cardmember acknowledges and agrees that all Charges debited at any time by AEME to his or her Card Account are true and accurate. The Cardmember 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.
- AEME may, at its ultimate discretion, refuse any request for authorization and may decline any Transaction including Cash Withdrawals regardless of the reason and without giving any notice to the Cardmember. Also, AEME may not be liable to provide or process authorization for any Transaction due to technical failures or any other reason of similar nature. In both circumstances and in any other similar situation, AEME is not liable whether directly or indirectly for any damages of any nature including monetary, liquidated, punitive or consequential damages which the Cardmember may sustain as a result of any unsuccessful, uncompleted or declined Transaction.
- Cardmember promises to pay AEME for debits made on his Account for purchases and all other amounts owed to AEME under the Terms and Conditions of this Agreement.
- If the Cardmember is on direct debit with a bank, the bank will also receive a monthly summary of Charges and will use the summary to directly debit the Cardmember account.

### 4. FOREIGN CHARGES

All Transactions including Cash Withdrawals incurred in a currency other than the currency in which the Cardmember is billed, that Charge will be converted into the Cardmember's 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 Cardmember made his or her Charge. If the Charge is not in U.S. dollars, the conversion will be made to U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into the Cardmember's billing currency. If the Charge is in U.S. dollars, it will be converted directly into the Cardmember's billing currency. Unless a specific rate is required by applicable law, the Cardmember understands and agrees that the American Express treasury system 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 as 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.

### 5. CARD FEES

- An annual NON-REFUNDABLE Membership Fee for holding and operating the Card Account of the Card and any Supplementary Cards ("Annual CardMembership Fee") will be charged to the Account, as specified in the Schedule of Fees and Charges. The Cardmember agrees to pay the Annual Membership Fee and authorizes AEME to debit it directly to the Cardmember's Account. The Annual Membership Fee once paid will not be refunded to the Cardmember, in whole or in part, under any circumstances.
- AEME, unless prohibited by applicable law, shall at all times have the right to vary and amend at its sole discretion, the Terms and Conditions of the payment of all fees and Charges applicable to the Card and the amount of such fee(s) and Charges and shall have the right to change, increase or decrease any fee applicable to the Card, Account or Cardmember, including, but not limited to, Annual and CardMembership Fee, Charges on Overdue Balance, Cash Withdrawal Fee, Dishonored Cheque Fee, Direct Debit Rejection Fee and any other fee or Charge whether mentioned or not in this Agreement or in the Schedule of Fees and Charges. The Cardmember will be informed of any such variations and amendments in a manner that AEME deems appropriate.
- If the Cardmember does not agree to any of the variations and amendments, the Cardmember must surrender the Card and all Supplementary Cards cut in half to AEME accompanied with a written request of the termination of this Agreement within 15 days of the notification of this change.
- The use of the Card by the Cardmember to obtain a Cash Withdrawal shall be deemed to constitute the agreement of the Cardmember to pay a Transaction Fee on each Cash Withdrawal, as detailed in Clauses 5(5) and 5(6).
- A Transaction Fee applied by AEME to Cash Withdrawals, as detailed in the Schedule of Fees and Charges, shall accrue on each Cash Withdrawal.
- A Cash Withdrawal Transaction Fee, as indicated in the Schedule of Fees and Charges, shall be assessed on the amount of each Cash Withdrawal and charged to the Card Account.

### 6. STATEMENTS OF ACCOUNTS & PAYMENTS

AEME will provide regular monthly statements to the Cardmember providing details of the monthly Transactions and amounts due on the Card Account ("Statement of Account") and / or ("E-Statement") and the "Minimum Payment Due". Each Statement of Account will specify the "New Balance", and the "Due Date". Payment of the New Balance as specified on the Statement of Account in FULL is due and payable no later than the Payment Due Date.

- Settlement of the Cardmember monthly balances are governed by the following procedures:
  - All Charges are due for payment in FULL no later than the Payment Due Date. Cardmember must contact AEME immediately if he or she does not receive the Statement of Account on the expected date.
  - Cardmember must pay AEME in his billing currency. However, any payment made in another currency, if accepted by AEME, is converted into the Cardmember's billing currency. This may delay the credit to the Cardmember's Card Account and the Cardmember may be charged conversion costs or costs in collecting such payments from the bank.
  - AEME may, at its sole discretion, accept late or partial payment described as being payment in full or payment in settlement of a dispute. But in doing so, AEME does not waive or consent to vary any of AEME's rights under this Agreement or under the law.
  - AEME may charge the Cardmember Charges on overdue balances monthly as specified in the Schedule of Fees and Charges. The said Charges will appear on the Statement of Account with the message "Charge On Overdue Balance".
- If you are a Cardmember on direct debit arrangement through a bank, settlement of the monthly balances is governed by the following procedure:
  - The financial institution issuing the Cardmember Card will be advised monthly by AEME of the total Card Charges.
  - The Cardmember's financial institution will automatically pay the Card Charges in full on the Cardmember's behalf by debiting the Cardmember's bank account within 20 days from the day the said financial institution receives his Card Summary of Charges, provided there are sufficient funds in the Cardmember's bank account to cover the amount due.
  - The Cardmember will receive, under separate cover, a monthly statement showing the Charges for which the Cardmember's financial institution account will be debited.
  - According to the Agreement between AEME and the participating Card financial institutions, the Cardmember Card account may be automatically cancelled if the Card Charges are returned unpaid by the financial institution and AEME reserves the right to levy a minimum Charge as specified in the Schedule of Fees and Charges for each Charge so returned unpaid. AEME shall not be liable for any direct or consequential loss or damage whatsoever that may arise as a result of such cancellation.

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- v) If the Cardmember Card Charges are returned unpaid by the financial institution, resulting in the cancellation of the Cardmember account, AEME may at its discretion accept late or partial payment described as being payment in full, or payment in settlement of a dispute. But in doing so AEME does not waive, or consent to vary any of AEME's rights under this Agreement or under the law.
  - vi) If the Cardmember Card Charges are returned unpaid by the financial institution resulting in the cancellation of the Cardmember Account, AEME may assess Charges on Overdue Balance as indicated in the Schedule of Fees and Charges
3. If the Cardmember is the sole proprietor of a Service Establishment (according to AEME's records), the Cardmember hereby authorizes AEME to stop payments made payable to the Cardmember or to his Service Establishment should the Card Account become overdue for any amount.
  4. All payments by the Cardmember to AEME shall be made net of any taxes, withholdings, fees, levies or other deductions.
  5. If payment from the Cardmember to AEME is made either by cheque or through a direct debit, AEME will charge the Card Account a fee as per the Schedule of Fees and Charges, if the cheque or direct debit is dishonored or not paid for any reason whatsoever, in addition to any other relevant costs that AEME may incur. The Cardmember shall be fully liable for all legal consequences of issuing a dishonored cheque, whether civil or criminal. It is the Cardmember's sole responsibility to clear any issues and Charges related to direct debit directly with the bank with which the Cardmember has the said direct debit arrangement. The Cardmember shall also be liable for any costs which AEME may have to incur in recovering any overdue payments from the Cardmember. 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. If the Cardmember fails to make a payment in full, by the Due Date shown on the Statement of Account, the Cardmember agrees and acknowledges that AEME may debit his or her Account with any of the abovementioned costs or fees. The Cardmember further agrees and undertakes to indemnify AEME for any action whatsoever that may arise accordingly.
  6. The Cardmember undertakes to promptly notify AEME in writing of any change in employment and or office and or residential address and contact numbers. The Cardmember also undertakes to provide AEME with copies of renewed or changed identification documents i.e. Passport, Emirates ID, Civil ID, Personal Identification Card, etc, as soon as there are any changes in any of them.
  7. If the Cardmember pays to AEME any amount which is in excess of the Balance Due 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 Cardmember.

### 7. FINANCIAL INSTITUTION SERVICES (applicable to Cards on direct debit arrangement through participating Institutions)

- a. Credit arrangements and other Financial Institution services are not governed by this Agreement. They are subject to separate arrangement between the Cardmember and the financial institution.
- b. The Cardmember's financial institution is entirely responsible for the Cardmember's line of credit; if the financial institution decides to suspend it or reduce it, AEME may, at its discretion, continue to allow the Cardmember to use the said Card, replace it with a different American Express Card or cancel the Cardmember Account.

### 8. MEMBERSHIP REWARDS®

1. Membership Rewards® points have no expiration date as long as the Cardmember maintains a Membership Rewards® Account with an eligible, enrolled Card.
2. There is no limit to the number of points a Cardmember can earn.
3. Points accrued for any given contractual year will be carried forward on each enrollment date anniversary, provided all other conditions set by AEME have been met by the Cardmember.
4. Points accrued in any Account do not constitute property of the Cardmember and are not transferable or redeemable in cash.
5. AEME reserves the right to add to and or change the Membership Rewards® programme ("programme") Terms & Conditions at any time. This means, for example, that AEME may change the number of points earned for spending, or the number of points required to redeem rewards, impose caps and or fees on earning and or redeeming points, introduce, or increase the annual and or other program fees and or cancel rewards. In addition, AEME reserve the right to terminate the programme with three months' prior notice. During the three-month notice period, AEME may change or cancel some or all of the then-current rewards. The Cardmember's right to earn points and redeem accumulated points will terminate three months after AEME gives the Cardmember this notice.

6. If the Card Account is in overdue or delinquent status and not in a good standing (including because of death, bankruptcy or insolvency, default, cancellation, or other), the Cardmember's enrollment in the programme will be cancelled and the Membership Rewards® points accrued on said Account will be forfeited.
7. Other Terms and Conditions may apply.

### 9. CONTACTLESS PAYMENT ON THE CARD

1. The Cardmember may purchase goods and services using the contactless method of payment available on their Card and subject to the terms of this Agreement. Payment using contactless shall at all times be deemed a properly authorized Transaction by the Cardmember
2. Payment with contactless is only enabled at Service Establishments that accept contactless payments and have contactless enabled terminals. AEME is not liable for Service Establishments' non-acceptance of contactless payments or for any conditions that Service Establishments may impose on the acceptance of contactless payments.
3. The maximum limit of individual or daily amounts of Transactions that can be made using contactless on the Card may vary from time to time at AEME's sole discretion and is at all times subject to the maximum limit prescribed by the laws and regulations of the country in which the Card is being used.
4. AEME reserves the right at its sole discretion and without notice to Cardmember to withdraw or suspend contactless methods of payment on the Card, for any security reasons or otherwise, unless prohibited by applicable law

### 10. QUERIES OR COMPLAINTS

1. If the Cardmember has any queries about any of the Charges or Transactions which appear in any Statement of Account, the Cardmember must contact AEME immediately and in any event, no later than 90 days from the date on which the Transaction or Charge was processed and debited to the Card Account. If the Cardmember fails to notify AEME of any queries or disputes within the 90 days period, then the Cardmember agrees and acknowledges that all Charges and Transactions which appear on the Statement of Account are true, accurate and correct and hereby waives 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 Cardmember upon the lapse of the said 90 days period.
2. AEME is not responsible for goods or services paid for by use of the Card. Once the Cardmember pays for goods or services by his or her Card, the Cardmember 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 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 Cardmember must in all circumstances pay the total amount outstanding as shown on his or her monthly Statement of Account. If such dispute is not approved and settled by the Service Establishment, the Cardmember 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 Cardmember with a Service Establishment and obtain the relevant supporting documentation for any disputed Transaction(s). AEME reserves the right to debit the Cardmember's Account with an Investigation Fee as specified in the Schedule of Fees and Charges, which covers the cost which AEME incurs while conducting its investigation over a disputed Transaction. However, if the investigation reveals that the disputed Transaction does not relate to the Cardmember 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 Cardmember. The Cardmember will be liable for all costs associated with the collection of dues including legal and external agencies expenses.
4. Upon the request of the Cardmember, AEME will provide the Cardmember with reprints of his or her monthly Statement of Account, if at the time of the request this is available from AEME's records. There will be no Charges for reprints of the first three months lapsing preceding the request. However, a fee as specified in the Schedule of Fees and Charges, per each separate month required by the Cardmember will be charged for reprints of Statements of Account covering period later than three lapsing months preceding the request.
5. To lodge a complaint, Cardmembers have the following options:

- visit the "Contact Us – Email Us" page on the AEME website: "How To Share Your Feedback Or Raise Your Concerns"; or
- submit it through the local AEME front office; or
- submit it digitally through the Amex Mobile App.

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### 11. TERMINATION OF THIS AGREEMENT

1. The Cardmember may at any time choose to terminate this Agreement by surrendering to AEME all Cards issued in the name of the Cardmember and any issued in the name of the Supplementary Cardmembers, in writing 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 on the Account which shall immediately fall due and shall be payable upon termination. The Cardmember may cancel any Supplementary Card by notifying AEME in writing. However, the Cardmember will still be responsible for all Transactions made by the Supplementary Cardmembers until the Card is surrendered to AEME, cut in half. The Annual CardMembership Fee once paid will not be refunded to the Cardmember, in whole or in part, under any circumstances.
2. AEME shall, at all times, have the right to immediately terminate this Agreement for any reason as per the applicable law. AEME reserves the right to cancel the Card and close the Account in the event of misuse or breach of this Agreement by the Cardmember. In all of these events AEME shall not be responsible for any damages arising because of such cancellation and the Cardmember will not be entitled for a refund of the Annual CardMembership Fee or any part of it. 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 Cardmember 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 and Cash Withdrawals, interest, fees and other Charges which are not yet debited to the Card Account or shown on a Statement of Account.
3. The Cardmember 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 Clause 14 of this Agreement, all Charges arising because of the use of the Card by the Cardmember or because of any unauthorized use will be charged to the Card Account and the Cardmember 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 Cardmember to return or surrender a cancelled or an expired Card based on instructions from AEME, the Cardmember shall immediately adhere and comply with such a request.

### 12. RENEWING THE CARD

1. The Cardmember authorizes AEME to periodically renew the Card before its expiration.
2. Unless this Agreement is terminated, AEME may issue Replacement Cards for lost or stolen Cards. Such Replacement Cards will be governed by the provisions of this Cardmember 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.

### 13. DEATH OR BANKRUPTCY

If the Cardmember is deceased AEME will cancel the Card and request the payment of the total amounts outstanding immediately through all available means. If the Cardmember is adjudicated bankrupt or insolvent AEME may at its ultimate discretion cancel and withdraw the Card or any Supplementary Cards 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 Cardmember or the Supplementary Cardmember to immediately pay the total amount outstanding on his or her Card Account, even if such amounts were previously deferred.

### 14. LOST, STOLEN OR DAMAGED CARDS

If the Cardmember loses the Card or if the Card is damaged or stolen or if the PIN became available to any other persons, the Cardmember must immediately inform AEME by telephone or email or digitally through the Amex Mobile App. In addition, the Cardmember 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. All notices pursuant to this article must be sent to the following address:

AMEX (Middle East) B.S.C. (c) - Emirates  
P.O. Box 2390, Ground Floor Media One Tower  
Dubai Media City, Dubai, United Arab Emirates

To inform AEME by phone, call the number indicated on the back of the Card. If AEME is duly informed in the manner described above the Cardmember shall not be liable for any Charges made on his or her Card by any third parties after the Card has been reported lost or stolen. Failure to comply with the provisions of this article will render the Cardmember liable for all Transactions made on his or her lost or stolen Card until the time the Card is reported as lost or stolen to AEME. However, the Cardmember shall at all times be fully liable for all Charges including Cash Withdrawals even if these Charges were made by third parties if these third parties gained possession of the Card or any Supplementary Card or the PIN with the knowledge, permission, approval or other acts of the Cardmember or any Supplementary Cardmember or because of their negligence. If the Card is found after it was reported lost or stolen, the Cardmember may not use or attempt to use the Card at issue and shall immediately inform AEME which will take the appropriate action.

### 15. FRAUDULENT TRANSACTIONS

1. If the Cardmember or any Supplementary Cardmember commits or attempts 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 Cardmember shall be fully liable for all amounts and damages of any nature that AEME, Service Establishments or third parties may sustain because of his or her fraudulent acts. AEME shall have the right to and is hereby authorized to file complaints and reports on behalf of the Cardmember and to provide information about the Card, Account or Transactions to any competent court, or regulatory or government authority and to participate in any investigation of fraud.
2. If the Cardmember uses his or her Card in compliance with the provisions of this Agreement to pay for goods or services offered online over the internet on websites which display the "SafeKey ®" logo, the Cardmember shall not be liable for any fraudulent Unauthorized Transaction made on his or her Card unless the Cardmember fails to notify AEME of such fraudulent Transaction prior to the Due Date shown on the Statement of Account where such fraudulent Transaction appears.

### 16. CHANGE OF AGREEMENT

1. 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 applicable to the Card or Card Account. AEME will notify the Cardmember 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 15 days from the date of the publishing or notification of the changes. The Cardmember's final and full approval to any changes will be assumed after the lapse of the aforementioned 15 days period or any other period determined by AEME. Regardless of the aforementioned provisions, the use of the Card after the publishing or notification of any changes is a confirmation of the Cardmember's full and final approval to such changes. If the Cardmember does not agree to any of the changes, the Cardmember must surrender the Card and all Supplementary Cards cut in half to AEME accompanied with a written request of the termination of this Agreement within 15 days of the notification of the change.
2. AEME may, in its sole discretion, choose to not 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. Except as AEME may agree in writing, AEME will not waive any rights if AEME (a) accept a late or partial payment, (b) accept a cheque or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and or (d) release any collateral or person responsible for the Cardmember's obligations under this Agreement.

### 17. 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 mother companies, business partners or third parties. AEME shall also have the right to transfer, securitize, sell, pledge or dispose of all or any part of the receivables due on the Card Account. Any such assignee of AEME shall be deemed a third-party beneficiary of this Agreement to the same extent as if it were a party hereto, and shall have the right to enforce the provisions of this Agreement. The Cardmember hereby agrees and acknowledges all such acts now and at the time of each assignment or transfer.

### 18. DATA PROTECTION AND CONFIDENTIALITY

1. The Cardmember understands and acknowledges the Data Privacy Notice.
2. The Cardmember hereby explicitly consents to the collection, storage, use, and transfer (in electronic or other form) of Cardmember's personal data by the American Express group of companies worldwide and affiliates (inside or outside of the UAE) for the purpose of implementing, administering, and managing the Cardmember's Account. The Cardmember understands that AEME may hold certain personal information about the Cardmember, including, but not limited to, name, home address, and telephone number, date of birth, identification number, salary, nationality, and job title for the purpose of implementing, managing and administering the Cardmember's Account.
3. The Cardmember understands and agrees that AEME may:
  - a. use information about the Cardmember and information about how he or she uses his or her Card Account to develop lists for use within the American Express group of Companies worldwide (including other organizations which issue the Card) and other selected companies in order that AEME or these companies may develop or make offers to the Cardmember (by mail, email, telephone, SMS or any other mode of communication) of products and services in which the Cardmember 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 Charges made on the Cardmember's Card, from surveys and research (which may involve contacting the Cardmember by mail or telephone) and from information obtained from other external sources such as merchants or marketing organizations;

## AMERICAN EXPRESS® CHARGE CARDS

- b. exchange information about the Cardmember and his or her Card Account with credit rating agencies, Credit Bureaus (including without limitation the Eithad Credit Bureau), or regulatory authorities, and report any Transaction, event, matter or incidence related to the Card or the Cardmember to the regulatory authorities. Such information may be shared with other organizations in assessing applications received from the Cardmember or from members of his or her household for credit or other facilities and for preventing fraud and tracking debtors;
  - c. carry out credit checks whilst any money is owed by the Cardmember on his or her Card Account (including contacting the Cardmember's bank, financial institution or approved referee) and disclose information about the Cardmember and his or her Card Account to collection agencies and lawyers for the purpose of collecting debts on the Cardmember's Card Account;
  - d. carry out further credit checks and analyze information about the Cardmember's Charges on his or her Card Account, to assist in managing the Cardmember's Card Account, authorizing Charges on it and to prevent fraud;
  - e. monitor and/or record any telephone calls between AEME and the Cardmember, 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;
  - f. undertake all of the above within and outside the Middle East;
  - g. undertake all of the above in respect of any Supplementary Cardmember on the Card Account. When the Cardmember has approved the issue of a Supplementary Card, the Cardmember confirms that he or she has obtained the consent of the Supplementary Cardmember to disclose his or her information to American Express group of companies worldwide and process it for the above purposes.
4. The Cardmember understands that data will be held only as long as is necessary to implement, administer, and manage the Account and make available the Card. The Cardmember understands that Cardmember may, at any time, view data, require additional information about the storage and processing of the data, request any necessary amendments to the data or refuse or withdraw the consents herein, in any case without cost, by contacting AEME in writing.
  5. The Data Privacy Notice is available online at [www.americanexpress.ae](http://www.americanexpress.ae). This document includes further details in respect of the collection, processing, transfer and disclosure of personal data.
  6. The Cardmember authorizes AEME to obtain information, on an ongoing basis, from the Etihad Credit Bureau, banks and other financial institutions, the Cardmember's employer or any other body as AEME deems appropriate, about the Cardmember's financial and non-financial affairs which includes but is not limited to the details of the Cardmember's banking facilities, financial position, income and any other information relating to the Cardmember which AEME deems appropriate without any reference to the Cardmember.
  7. The Cardmember understands and agrees that AEME may disclose Confidential Information:
    - a. about the Cardmember, his or her Card Account and Charges on his or her 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 issue the Card or provide relevant services), to any other party whose name or logo appears on the Card issued to the Cardmember, to any party authorized by the Cardmember, to AEME's processors and suppliers and to organizations which accept the Card in payment for goods or services purchased by the Cardmember and obtain such information from those parties, in order to administer and service the Card Account, process and collect Charges on it and manage any benefits or insurance programmes in which the Cardmember is enrolled or if required by applicable law. When the Cardmember purchases goods or services on behalf of a third party, the Cardmember confirms that he or she has obtained the consent of the third party to the disclosure of his or her information to American Express group of companies worldwide for these purposes;
    - b. to its professional advisors who are under a duty of confidentiality to AEME;
    - c. to any actual or potential assignee or transferee (or any agent or adviser of any of the foregoing) of AEME;
    - d. to the UAE Central Bank or any UAE court, tribunal or regulatory, supervisory, tax or other governmental or quasi-governmental authority having jurisdiction over AEME or any other member of the American Express group of companies worldwide, or any other court, tribunal or authority;
    - e. to any credit reference agencies (including Al Etihad Credit Bureau), rating agency, insurer or insurance broker or direct or indirect provider of credit protection to AEME in connection with the Card and Account;
    - f. to any party that provides services to the Cardmember through AEME as an intermediary;
    - g. to any party that AEME reasonably believes to be acting on the Cardmember's behalf, including without limitation payment recipients, beneficiaries of the Cardmember's Account, nominees, intermediaries, correspondent and agent banks, clearing houses and clearing or settlement system;
    - h. to any other party to the extent necessary, in AEME's sole discretion, for AEME to provide the Account and the Card;
    - i. as may be required by Applicable Law;
    - j. as otherwise specified in this Agreement; and
    - k. as may be required in order to preserve or enforce any of AEME's rights or remedies against the Cardmember.
  8. The Cardmember agrees to provide any information or documents that AEME may require and waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which AEME may disclose in accordance with this clause.

### 19. MISCELLANEOUS

1. The Cardmember agrees to comply with all applicable exchange control regulations which may be issued from time to time.
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 Cardmember 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 Cardmember 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 Cardmember also agrees that any such evidence may be used in any procedure for verification of his or her signature.
3. If the Cardmember believes that any information AEME holds about him or her is incorrect or incomplete, the Cardmember must contact AEME without delay.

### 20. APPLICABLE LAW

This Agreement is governed by English law and each party irrevocably agrees that, subject to as provided below, the courts of the Dubai International Financial Center shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause shall limit the right of AEME to take proceedings against any Cardmember in any other court of competent jurisdiction, including the courts of Dubai, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.



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