

## **Express Cash Conditions of Use**

### **1. Scope of Agreement**

a. Please read this Agreement carefully. It sets out the terms of your participation in the Express Cash Service ('the Service') access to which is offered to you by AMEX (Middle East) B.S.C. (c) ('AMEX'). Access to the machines used in the Service is controlled by the use of the American Express Card issued to you by AMEX. If you use the facilities offered to you under the Service you formally agree to the terms of this Agreement and your use of the facilities will be governed by it. Debits made to your Card account pursuant to Clause 4 and 10 (c) hereof will be treated for all purposes as Charges and will be governed by the terms and conditions of your Cardmember Agreement with AMEX.

b. In this Agreement, the words 'you' and 'your' refer to the Platinum Cardmember who has applied to participate in the Service. 'The Card' refers to the American Express Platinum Card issued to you by AMEX. 'The Terminal' refers to any automated teller machine or other automated authorisation process by which you may obtain cash under the terms of the Service. 'Issuer' refers to American Express Travel Related Services Company Inc., made available through the Terminals.

c. If you are the individual who asked AMEX to issue one or more Cards, you are the Basic Cardmember and will have an account with it.

d. If you have received the Card at the request of a Basic Cardmember for use in connection with a Basic Cardmember's account, you are a Supplementary Cardmember and the Card which you have received is called a Supplementary Card.

### **2. Personal Identification Number**

a. In order to enable you to participate in the Service you have been assigned your own Personal Identification Number ('PIN') for use in connection with the Card. Each time you carry out a transaction at a Terminal you must communicate your PIN to the Terminal after inserting the Card. In addition, you must comply with any operating instructions applicable in respect of any Terminal.

b. To ensure that no unauthorised transactions are made under the Service you must keep your PIN strictly confidential and take all reasonable precautions to prevent others from learning your PIN or using the Card. Any record of the PIN should not be identifiable as such and should be kept entirely separate from the Card.

### **3. Limits to Cash available under the Service**

At present the limit on the value of cash which may be obtained from a Terminal during any 30 days period is US \$5,000 or its foreign currency equivalent for American Express Platinum Cardmembers. These limits may be varied by AMEX at its discretion, in respect either of individual Terminals or of the Service as a whole.

#### **4. Payment for Cash**

By using the Express Cash Service you authorise AMEX to debit your Card account in US Dollars in the amount of each transaction which you effect at any Terminal. The value of the transaction shall be the US Dollar equivalent of the cash obtained through the transaction plus applicable charges. The charges payable in respect of transactions are set out in Clause 5 below.

#### **5. Charges**

For each transaction carried out at a Terminal you will be charged a fee of 4% of the value of the cash dispensed, which will be subject to a minimum fee of US \$15.00. This will be calculated when the transaction takes place and will form part of the amount of the transaction. The amount of any foreign currency cash obtained by you from a Terminal plus applicable charges will be converted into US Dollars at a rate which is at least as favourable to you as an interbank rate, a tourist rate or, where required by law, an official rate prevailing at the date of the transaction, plus 1 % of the converted amount.

#### **6. Misuse of the Card or PIN: Questions about transactions**

- a. You must tell AMEX immediately if the Card is lost or stolen or if your PIN is disclosed to any other person. The quickest way to do this is by telephone. Provided you have acted in good faith, you will not be held liable for any unauthorised transaction which occurs after you have notified AMEX or its agents and your liability for any unauthorised transaction occurring prior to notification shall be automatically limited to a maximum of US \$50.00.
- b. If you have any queries about a transaction please inform us immediately. Your transaction receipts contain the details necessary to enable us to investigate your enquiry and it will assist us to do this promptly if you retain them until a transaction is finally completed by being debited to your Card account.
- c. You hereby expressly and irrevocably accept that the Terminal/Computer records or those of AMEX in respect of this Service are conclusive evidence of such withdrawals.

#### **7. Limitation of Liability**

- a. Neither AMEX nor any other Organisation operating Terminals to which you will have access under the Service shall be under any liability to you in respect of any inability to perform or complete a transaction at a Terminal as the result, whether direct or indirect of:

- i. The inability of a Terminal to complete a transaction whether it contains insufficient cash or for any other reason;
- ii. A Terminal or any associated data processing system or transmission link not working properly;
- iii. Any circumstances beyond the control of AMEX or the operator of the Terminal or their agents or subcontractors;
- iv. Any other exceptions stated in this Agreement;

b. Neither AMEX nor any operator of a Terminal shall be under any liability to you in respect of any failure in the arrangements for settlement of transactions conducted at Terminals which are not the direct result of their act or omission.

## **8. Foreign Exchange Regulations**

It is your responsibility to ensure that you comply with all applicable exchange control regulations which may be issued from time to time and that in using the facilities offered under the Service you do not exceed any limits which may apply to you.

## **9. Participation by Supplementary Cardmembers in the Service**

- a. Supplementary Cardmembers may only participate in the Service if the Basic Cardmember is also enrolled.
- b. Supplementary Cardmembers participating in the Service will be permitted to select their own PIN and will be bound by the terms of this Agreement, in respect of their own transactions at Terminals in the same manner as Basic Cardmembers. The limits to cash available to Supplementary Cardmembers under the Service are the same as those applying to Basic Cardmembers.
- c. Transactions carried out by Supplementary Cardmembers under the Service shall be debited to the Card Account of the Basic Cardmember who shall be jointly and severally liable with the Supplementary Cardmember for all sums incurred by the Supplementary Cardmember under the terms of this Agreement.

## **10. Withdrawal or Modification of Services**

AMEX and/or the operators of Terminals may at any time add to, modify, suspend or withdraw any or all the facilities available under the Service without prior notification to you.

## **11. Termination of Agreement**

- a. AMEX may withdraw your right to participate in the Service or to use any Terminal at its absolute discretion at any time, without giving you prior notice.

b. You may terminate your participation in the Service at any time by giving notice to AMEX in writing and ceasing to use the Terminals.

c. Your right to participate in the Service will also be terminated if for any reason your Platinum Card Account is closed.

d. Termination of the Agreement will not affect your liability for the amount of any transactions which remains unpaid at termination, in respect of which AMEX may continue to debit your Platinum Card Account in accordance with the provisions of Clause 4 and Clause 9 above.

## **12. Variation of Agreement**

AMEX may change this Agreement at any time and inform you accordingly. You will be considered to have accepted the changes if you then continue to conduct transactions under the Service. If you do not wish to accept any change you should cease to use the Terminals and give AMEX notice in writing in accordance with Clause 11(b) above.

## **13. Privacy and Applicable Law**

a. In order to ensure the effective functioning of the Service it may be necessary confidentially to transfer information about your Card account and your transactions under the terms of the Service within the American Express Card Service worldwide and to make such information available to the organisations operating Terminals at which you wish to conduct transactions.

b. The operation of any Terminal is subject to all laws and regulations applicable in the location in which it is situated.

c. This Agreement and matters arising out of your participation in the Service are subject to the laws of Bahrain.