

Terms and Conditions American Express SafeKeySM

American Express SafeKey authentication service ("American Express SafeKeySM") provides its service to you, subject to the following Terms and Conditions and the terms and conditions of your Cardmember Agreement.

DEFINITIONS

"Account" means your American Express Charge Card or Credit Card Account issued by AMEX (Middle East) B.S.C.(c)

"Card" means your Credit Card(s) or Charge Card(s) **"Transaction"** means any Card transaction with a participating SafeKeySM Service Establishment for which American Express SafeKeySM is used or is required to be used.

"we," "us," and **"our"** means AMEX (Middle East) B.S.C.(c) its successors, assigns, subsidiaries, branches, and sister or parent companies.

"you," "your," or **"yours"** means the person who has enrolled their Card in American Express SafeKeySM

These Terms and Conditions are in addition to your terms and conditions of your Cardmember Agreement.

1. TERMS OF USE

a. You agree that enrolment into American Express SafeKeySM, creation of an American Express SafeKeySM password, and/or use of American Express SafeKeySM, constitute(s) your acceptance of these terms. You shall be subject to any guidelines or rules applicable to American Express SafeKeySM that may be communicated by us from time to time.

b. By enrolling in American Express SafeKeySM, you consent to the use of American Express SafeKeySM to evidence your identity in a Transaction.

c. You represent and warrant that you have the legal right to use all of the Cards that you enrol for American Express SafeKeySM.

d. We reserve the right at any time to modify or discontinue, temporarily or permanently, American Express SafeKeySM (or any part thereof).

e. You agree to provide true, accurate, current and complete information about yourself as prompted during enrolment in American Express SafeKeySM. If you are unable to provide adequate information for us to validate your identity, we reserve the right to refuse your enrolment in American Express SafeKeySM.

f. If you do not successfully enrol in American Express SafeKeySM, or if the authentication through American Express SafeKeySM otherwise fails, the retailer may not accept your American Express Card in a Transaction.

h. You agree not to transfer or sell your use of or access to American Express SafeKeySM to anyone.

i. You agree not to:

i. impersonate any person or entity using American Express SafeKeySM;

ii. remove or misuse any copyright, trademark, or other proprietary rights notices contained in American Express SafeKeySM;

iii. "frame" or "mirror" any part of the American Express SafeKeySM service.

18-May-2015

2. SECURITY

- a. You are solely responsible for maintaining the confidentiality of your American Express SafeKeySM and other verification information established by you with American Express SafeKeySM or other verification information supplied to or established by you with American Express SafeKeySM.
- b. If you have forgotten your American Express SafeKeySM password, you can reset it any time by clicking on the 'Forgotten your American Express SafeKeySM password?' link.
- c. If you have lost your SafeKeySM password, suspect that it is being misused, or an Transaction is unauthorised, you must inform us immediately by calling the telephone number listed on the back of your Card. Failure to inform us will render you liable for all Transactions made your Card until the time you report the SafeKeySM password is lost or misused or the Transaction is otherwise unauthorized.
- d. You shall at all times be fully liable for all Transactions, even if these Transactions were made by third parties, if these third parties gained possession of the SafeKeySM password with your knowledge, permission, approval or other acts done by you or because of your negligence.

3. USE OF INFORMATION

- a. You acknowledge and agree that:

- (i) We may disclose your Enrolment Data if required to do so by law in the good faith belief that such reservation or disclosure is permitted by law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this agreement;

- (ii) We may report your Enrolment Data to the police or any public authority in order to permit investigations of any suspected misuse of your Enrolment Data.

- b. Your American Express SafeKeySM transactions may be processed outside the Middle East and North Africa ..

4. LIABILITY

In addition to the terms governing your liability for unauthorised Transactions and our liability to you as set out in your Cardmember Agreement, the following terms of liability govern the use of American Express SafeKeySM:

- a. You agree that you will be liable for any misuse of your American Express SafeKeySM password unless it is due to:

- i. fraud, gross negligence or intentional misconduct by us, our employees, or agents;

- ii. an attack by others on the systems we use to provide American Express SafeKeySM.

- b. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of American Express SafeKeySM.

- c. We will not be liable for any damage or any viruses which may affect your computer equipment on account of your access to or use of American Express SafeKeySM.

- d. We are not responsible or liable to you for any loss due to any failure or delay in your use of American Express SafeKeySM under this agreement caused by strikes, industrial action, a systems failure, or other causes outside our control.

- e. You acknowledge and agree that, except as otherwise required by law or as provided in the Cardmember

Agreement, we shall not be liable for any loss or damage arising from your failure to comply with this agreement.

f. You understand that use of American Express SafeKeySM does not, in any way, indicate that we recommend or endorse any retailer, regardless of whether the retailer participates in American Express SafeKeySM. American Express SafeKeySM **does not verify the identity of the retailer or the quality of the retailer's goods or services.**

5. CHANGING THE TERMS

a. We may notify you of changes to the terms of this agreement or to the use of American Express SafeKeySM by sending a written notice to the address we have for you in our records, including by electronic mail, or by publishing them on our website or by any other means we deem as appropriate.

b. Unless we decide 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. Your 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 us. In addition to that, the use of the Card for a Transaction after the publishing or notification of any changes is a confirmation of your full and final approval to such changes. If you do not agree to any of the changes, you may terminate this agreement in accordance with the *Termination* section of this agreement.

6. NOTICES/COMMUNICATIONS

Notices to you regarding this agreement or any matters in connection with American Express SafeKeySM may be made either via electronic mail or regular mail to the address that you have provided to us in connection with any of your Accounts.

7. SUSPENSION/TERMINATION

a. If you want to end your enrolment with American Express SafeKeySM, you may do so by calling the number on the back of your Card.

b. We may decide to terminate your use of American Express SafeKeySM on 30 days' notice.

c. We may terminate your use of American Express SafeKeySM immediately:

(i) if we suspect misuse of your Enrolment Data;

(ii) if you have breached the terms of this agreement.

d. Termination of your enrolment with American Express SafeKeySM will terminate SafeKeySM authentication services for Transactions and we will not be liable to you if due to termination you are unable to complete a Transaction with a participating SafekeySM Service Establishment.

8. GOVERNING LAW

These terms and the performance under this agreement are governed by the laws of the Kingdom of Bahrain and the courts of the Kingdom of Bahrain shall have jurisdiction and be competent to decide all disputes or matters arising in relation thereto. You also agree that AEME may initiate legal action in any other jurisdiction in which you may be resident or domiciled from time to time and agree to submit to the choice of such jurisdiction.

If you have a question regarding the American Express SafeKeySM enrolment process or an online transaction using American Express SafeKeySM, you should contact Customer Services by calling the number on the back of your Card.