

**American Express Corporate Card  
Cardmember Agreement  
Company Card**



# American Express Company Card

## THE PARTIES TO THE AGREEMENT

The parties to this Cardmember Agreement (the "Agreement") are AMEX (Middle East) B.S.C. (c) ("AEME") and the Cardmember, whose name appears on the Card (the "Cardmember" or "CM") and who has been approved by the Cardmember's Company to hold a Corporate Card. 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. This Agreement is supplemented by the Schedules of Fees and Charges applicable to the Cardmember's Card Account. As stipulated at the time of applying for the Corporate Card, this Agreement binds the Cardmember and the Company to the liability for the Charges as set out hereunder:

### 1. DEFINITIONS [in alphabetical order]

"Account" - Any account established by AEME in the name of the Cardmember's 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.

"Card" or "Basic Card" - The Corporate Card issued by AEME to the Cardmember under a Corporate Card Account, to operate the Account, and includes Basic 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.

"Cash Withdrawals" or "Express Cash" - Any withdrawal of cash amounts made by using the Card and PIN on an Automated Teller Machine ("ATM") 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.

"Company" - The Company, Business, Firm or Corporate Card Account holder in whose name the Account is held with AEME and who has authorized the issuance of a Corporate Card to the Cardmember.

"Due Date" or "Payment Due Date" - Payment of the New Balance as specified on the Statement of Account in FULL is due and payable immediately.

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

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

"New Balance" - 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.

"PIN" - The Personal Identification Number provided to 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 and non-receipt of a Card.

"Schedule of Fees and Charges" - A separate sheet provided by AEME 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 New Balance incurred by the Basic Cardmember and payable to AEME.

"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, or 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; 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 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, identification or any other purpose. The Cardmember must not allow any other person to use the Card or the PIN. The Cardmember must safeguard the Card from misuse by retaining the Card under his or her personal control at all times.

4. The Card is issued to the Cardmember solely for the purposes of Transactions and Cash Withdrawals on behalf of the Company.

5. 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 at the request of the Service Establishment, and the Company 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 the Cardmember's Account is in overdue status. 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.

6. Owners of Service Establishments who are 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.

7. The Company is solely liable for all amounts due on the Account and for all Charges incurred on the Card issued to the Cardmember.

8. 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.

9. 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.

10. The Cardmember expressly authorizes 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.

11. The Cardmember 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 (i.e. USD). 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**

1. 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.

2. Except for what is provided under Clauses 9 and 14 of this Agreement, the Cardmember and the Company acknowledge and agree that all Charges debited at any time by AEME to the Card Account are true and accurate. The Cardmember and the Company also acknowledge 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.

3. 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 or the Company may sustain as a result of any unsuccessful, uncompleted or declined Transaction.

4. The Company promises to pay AEME for debits made on the Cardmember's Account for purchases and all other amounts owed to AEME under the Terms and Conditions of this Agreement.

5. If the Card Account is on direct debit with the Cardmember's bank or the Company's bank, the bank will also receive a monthly summary of Charges and will use the summary to directly debit the Cardmember account. The Company remains liable as in Clause 2(7) above.

#### **4. FOREIGN CHARGES**

All Transactions including Cash Withdrawals incurred in a currency other than US\$ will be converted into US\$. 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/her Charge as it depends on when the Charge was submitted to AEME. 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**

1. An annual NON-REFUNDABLE Membership Fee for holding and operating the Card Account of the Card ("Annual Membership Fee") will be charged to the Account, as specified in the Schedule of Fees and Charges. The Company 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 or to the Company, in whole or in part, under any circumstances.

2. 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 Renewal Membership 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.

3. If the Cardmember or the Company does not agree to any of the variations and amendments, the Cardmember must immediately surrender the Card cut in half to AEME accompanied with a written request of the termination of this Agreement.

4. 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 Clause 5(5).

5. 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 send regular monthly statements to the Cardmember if he is individually billed or to the Company if they are centrally billed, providing details of the monthly Transactions and amounts due on the Card Account ("Statement of Account"). Each Statement of Account will specify the "New Balance". Payment of the New Balance as specified on the Statement of Account in FULL is due and payable immediately.

1. If the Cardmember is individually billed, the settlement of the Cardmember monthly balances are governed by the following procedures:

i) All Charges are due for payment in FULL immediately on receipt of the Statement of Account. Cardmember must contact AEME immediately if he or she does not receive the Statement of Account on the expected date.

ii) 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.

iii) 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.

iv) AEME may charge the Cardmember on 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".

2. If the Cardmember is billed either individually or centrally and the Company centrally settles the monthly statement with AEME directly, such settlement is governed by the following procedures:

i) All Charges are due for payment in FULL immediately on receipt of the central monthly Statement of Account by the Company. The Company must contact AEME immediately if the Company does not receive the Statement of Account on the expected date.

ii) The Company must pay AEME in the 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.

iii) 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. iv) AEME may charge the Cardmember on 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".

3. If the Cardmember is on a direct debit arrangement with the Cardmember's or Company's bank, settlement of the monthly balances is governed by the following procedures:

i) The Cardmember's or Company's financial institution will be advised monthly by AEME of the total Card Charges.

ii) The Cardmember's or Company's financial institution will automatically pay the Card Charges in full on the Cardmember's or Company's behalf by debiting the Cardmember's or Company's bank account within 20 days from the day the said bank receives the Card Summary of Charges, provided there are sufficient funds in the Cardmember's or Company's bank account to cover the amount due.

iii) The Cardmember or Company will receive, under separate cover, a monthly statement showing the Charges for which the Cardmember's or Company's financial institution account will be debited.

iv) 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 Cardmember's or Company's 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.

v) If the Cardmember Card Charges are returned unpaid by the Cardmember's or Company's 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 Cardmember's or Company's financial institution resulting in the cancellation of the Cardmember Account, AEME may assess on Charges on Overdue Balance as indicated in the Schedule of Fees and Charges.

4. 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.

5. All payments by the Cardmember or Company to AEME shall be made net of any taxes, withholdings, fees, levies or other deductions.

6. If payment from the Cardmember or Company 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 or his Company shall be fully liable for all legal consequences of issuing a dishonored cheque, whether civil or criminal. It is the Cardmember's or Company's responsibility to clear any issues and Charges related to direct debit directly with the bank with which the Cardmember or Company has the said direct debit arrangement. The Cardmember or 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. If the Cardmember or Company fails to make a payment in full, immediately upon receiving the Statement of Account, the Cardmember and Company agree and acknowledge that AEME may debit the Card Account with any of the abovementioned costs or fees. The Company further agrees and undertakes to indemnify AEME for any action whatsoever that may arise accordingly.

7. The Cardmember undertakes to promptly notify AEME in writing of any change in billing address and contact numbers. The Cardmember also undertakes to provide AEME with copies of renewed or changed identification documents i.e., Passport, CPR, Civil ID, Personal Identification Card, etc, as soon as there are any changes in any of them. 8. If the Cardmember or 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 Cardmember's or Company's account.

## **7. FINANCIAL INSTITUTION SERVICES**

(applicable to Cards on direct debit arrangement through participating Institutions)

1. Credit arrangements and other Financial Institution services are not governed by this Agreement. They are subject to separate arrangements between the Cardmember or Company and their financial institution.
2. The Company's financial institution is entirely responsible for the continuation of 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 or cancel the Cardmember Account.

## **8. MEMBERSHIP REWARDS**

1. Cardmembers have the option to enroll into Membership Rewards. An annual fee, as specified in the Schedule of Fees and Charges, is applicable upon enrollment.
2. Membership Rewards points have no expiration date as long as the Cardmember maintains a Membership Rewards Account with an eligible, enrolled Card.
3. There is no limit to the number of points a Cardmember can earn.
4. 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.



5. Points accrued in any Account do not constitute property of the Cardmember and are not transferable or redeemable in cash.

6. 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.

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

8. Other Terms and Conditions may apply.

## **9. QUERIES**

1. If the Cardmember or the Company has any queries about any of the Charges or Transactions which appear in any Statement of Account, the Cardmember or the Company 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 or the Company fails to notify AEME of any queries or disputes within the 90 day period, then the Cardmember and 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 Cardmember and the Company upon the lapse of the said 90 day 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 or 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 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 amount outstanding as shown on the Cardmember'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 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 or the Company, AEME will provide the Cardmember or the Company 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.

## **10. TERMINATION OF THIS AGREEMENT**

1. The Cardmember or Company may at any time choose to terminate this Agreement by surrendering to AEME all Cards issued in the name of the Cardmember, 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 on the Account which shall immediately fall due and shall be payable upon termination. The Annual Membership Fee once paid will not be refunded to the Cardmember or to the Company, in whole or in part, under any circumstances.

2. AEME shall, at all times, have the right to immediately terminate this Agreement for convenience 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 Cardmember or Company. In all of these events AEME shall not be responsible for any damages arising because of such cancellation and the Cardmember or the Company will not be entitled for a refund of the Annual Membership 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 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 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 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 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.**

## **11. RENEWING THE CARD**

1. The Cardmember and the Company authorize 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.

## **12. 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 Company is adjudicated bankrupt or insolvent 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 Card Account even if such amounts were previously deferred.

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

The Cardmember must at all times secure the Card and the PIN(s) and must take proper care to ensure that the Card is safe and prevent all other parties from using the Card or becoming aware of the PIN. The PIN must be kept in extreme secrecy. No note of PIN should be kept on the Card itself or anything usually kept with the Card. For proper protection, the PIN must not be kept in any written manner without being coded.

## **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 or the Company must immediately inform AEME by telephone. In addition, the Cardmember or 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. All notices pursuant to this article must be sent to the following address: AMEX (Middle East) B.S.C. (c), P.O. Box 5990, Manama, Kingdom of Bahrain. Or facsimile number: (+973) 17 557855. To inform AEME by phone, call the number indicated in the Cardmember Additional Information Leaflet. If AEME is duly informed in the manner described above the Company shall not be liable for any Charges made on the Card by any third parties after the Card has been reported lost or stolen. Failure on the Cardmember's part to comply with the provisions of this article will render the Company liable for all Transactions made 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 Charges including Cash Withdrawals even if these Charges were made by third parties if these third parties gained possession of the Card or the PIN with the knowledge, permission, approval or other acts of the Cardmember or because of the Cardmember's 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 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 Company 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 "Online Fraud Protection Guarantee" 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 within 30 days from the date of receipt of the Statement of Account where such fraudulent Transaction appears.

## **16. LIABILITY AND REFUNDS**

1. AEME shall not be liable if a Service Establishment does not accept the Card or if the Card is not accepted for use at an ATM for any reason whatsoever. If a Service Establishment agrees to refund the amount of any Charge to the Cardmember, AEME will only credit the Card Account if AEME receives a proper refund confirmation from the Service Establishment. AEME is not responsible in any manner for the goods or services supplied to the Cardmember.

2. Unless expressly provided otherwise, AEME shall only be responsible for Transactions on the Cardmember Account if the Card is misused before the Cardmember has received it.

3. AEME will only pay back the amounts erroneously charged to the Card Account and any interest on those amounts. In all circumstances, the Company shall be liable for all amounts or damages resulting from the Cardmember committing or attempting to commit fraud.

4. Whenever necessary and in particular in any of the circumstances set out in Clauses 14, 15 and 16 of this Agreement, the Cardmember and the Company agree to cooperate and to exert their best efforts to assist in any investigation that AEME may wish to make.

5. 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 or consequential damages arising for any cause under this Agreement.

6. The Company is solely liable for all amounts due on the Card Account including Charges on the Card.

## **17. 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 and 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 publishing or notification of the changes. The Cardmember's and the Company's final and full approval to any changes will be assumed after the lapse of the aforementioned 7 day 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 immediately surrender the Card cut in half to AEME accompanied with a written request of the termination of this Agreement.

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 check 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 or the Company's obligations under this Agreement.

## **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 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. The Cardmember and the Company ratify and agree in advance to all such acts.

## **19. PRIVACY AND APPLICABLE LAW**

1. The Cardmember agrees to comply with all applicable exchange control regulations which may be issued from time to time.

2. 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 Cardmember also agrees that AEME may initiate collection procedures or other legal action in any other jurisdiction in which the Cardmember may be resident or domiciled from time to time and agrees to submit to the choice of such jurisdiction.

3. 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.

4. AEME will:

(a) Disclose information 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 our 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 programs in which the Cardmember is enrolled. 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) 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, or 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;

(c) Exchange information about the Cardmember and his or her 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 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;

(d) Carry out credit checks whilst any money is owed by the Cardmember or Company the Card Account (including contacting the Cardmember's or Company's bank, financial institution or approved referee) and disclose information about the Cardmember or Company and the Card Account to collection agencies and lawyers for the purpose of collecting debts on the Cardmember's Card Account;

(e) Carry out further credit checks and analyze information about the Cardmember or Company and charges on the Card Account, to assist in managing the Cardmember's Card Account, authorizing Charges on it and to prevent fraud;

(f) Monitor and or record any telephone calls between AEME and the Cardmember or 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;

(g) Undertake all of the above within and outside the Middle East;

5. If the Cardmember believes that any information AEME holds about him or her is incorrect or incomplete, the Cardmember must write without delay to AMEX (Middle East) B.S.C. (c), P.O. Box 5990, Manama, Kingdom of Bahrain.