

American Express Online Merchant Terms and Conditions



ACCEPTANCE OF THE TERMS & CONDITIONS

By using the American Express Online Merchant Services the Merchant (may also be referred to as "you") accepts the American Express Online Merchant Terms and Conditions, including any amendments thereof.

You agree that you will cause all Users to read the American Express Online Merchant Terms and Conditions

SERVICES

This service from AMEX (Middle East) B.S.C. (c) enables you to securely access your account information online. You will be able to:

- View and print your American Express merchant account statements, whenever you need to.
- Review your American Express submissions and payments.

ELIGIBILITY

Please note that the Online Merchant Services is only available to merchants of AMEX (Middle East) B.S.C (c) (may also be referred to as "we", "us").

CREATION OF USERS AND ACCOUNT HIERARCHIES

Your authorised person(s) will be responsible for creating your unique User IDs and passwords and administering your access the Online Merchant Services. If you are a merchant group, we reserve the right to require that you maintain separate online merchant accounts with us, and that separate User IDs and passwords are created by you for separate establishments within your merchant group.

You will only be able to view full payments related information online if you receive payments for charges submitted by you directly from us (for instance, your own payments and/or payments for other establishments in your group). If you submit charges to us but do not receive payments directly from us (for instance, if you belong to a merchant group where payments are made to one central headquarters that has a separately designated merchant account), you will not be able to view your submission or payment information online.

If you receive payments for other service establishments in your merchant group, such payment information will be available to you in one consolidated report.

We are under no obligation to make available payment information to any Users within your merchant group other than the Users you have created under your online merchant account.

You must notify us of the departure of any of your authorized persons designated to your online merchant accounts.

FEES

The American Express Online Merchant Services is currently provided to you free of charge. In the future we may offer additional services, for which it will be possible for you to enrol into if you wish. These new services may, or may not, be fee-waived at our discretion.

WARRANTY

We will endeavor to make available your most up to date information on the Online Merchant Services on a best efforts basis but we do not guarantee nor warrant its accuracy at any particular time. We do not guarantee nor warrant that the Online Merchant Services will be available to you without interruption or that you will be notified of any interruptions. Where practical, we may notify you of any downtime that the Online Merchant Services may experience.

PERSONAL DATA PROTECTION

In the interest of keeping personal data secure, we strongly recommend that a different User ID is used if you wish to enrol for online access to your personal or corporate American Express account information.

SECURITY

To ensure security of your data, you will be asked to specify a User ID and Password so that only you can access your submissions and payment information.



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LIABILITY

You are responsible for all account maintenance and other activity conducted with your User IDs and passwords. You and your Users acknowledge and agree that access to and use of password protected and/or secure areas of the Online Merchant Services is restricted to authorized Users only. By obtaining access to the Online Merchant Services you and your Users acknowledge that you are jointly and severally liable for all actions taken with your User IDs, whether taken by you or by others utilizing the same User IDs. You understand and accept that your liability will continue for such time as the affected User ID and/or password remains compromised. You acknowledge and agree that we may select to block your online merchant account in the event your User IDs and/or passwords are compromised. Unauthorized access the Online Merchant Services may be subject to prosecution.

INDEMNITY

You shall indemnify us (AMEX (Middle East) B.S.C.(c)) and our subsidiaries, parents, affiliates, and respective successors and assign harmless from and against all claims, actions, suits, proceedings, demands, losses, damages, costs and expenses incurred by us relating to or arising from in any manner whatsoever any breach by you of these Terms and Conditions.

To cancel your enrolment with the American Express Online Merchant Services, please send us an email on the following email address pertaining to your country of residence:

Bahrain	oms.bh@americanexpress.com.bh
Egypt	oms.eg@americanexpress.com.bh
Jordan	oms.jo@americanexpress.com.bh
Kuwait	oms.kw@americanexpress.com.bh
Lebanon	oms.lb@americanexpress.com.bh
Morocco and Tunisia	oms.na@americanexpress.com.bh
Oman & Yemen	oms.om@americanexpress.com.bh
Qatar	oms.qa@americanexpress.com.bh
UAE	oms.ae@americanexpress.com.bh

We reserve the right to cancel your enrolment with the American Express Online Merchant Services in the event you are no longer a merchant of AMEX (Middle East) B.S.C. (c).

CHANGES TO TERMS AND CONDITIONS

AMEX (Middle East) B.S.C. (c) reserves the right to revise these Terms and Conditions and the Online Merchant Services at any time.

VIOLATIONS OF TERMS AND CONDITIONS

AMEX (Middle East) B.S.C. (c) and American Express reserve the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular internet address(es) or to discontinue any User access.

GOVERNING LAW

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Kingdom of Bahrain.