

The American Express® Card

Express Cash Terms and Conditions

1. Scope of Agreement

- a. Please read this Agreement carefully. It sets out the Terms and Conditions of your participation in the Express Cash Service ('the Service') access to which is offered to you by AEME (Middle East) B.S.C. (c) ('AEME'). Access to the machines used in the Service is controlled by the use of the Card issued to you by AEME. If you use the facilities offered to you under the Service you formally agree to the Terms and Conditions 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 AEME.
- b. In this Agreement, the words 'you' and 'your' refer to the Cardmember who participates in the Service. 'The Card' refers to the Card issued to you by AEME. The 'Terminal' refers to any automated teller machine or other automated authorisation process by which you may obtain cash or Travellers Cheques under the Terms and Conditions of the Service. 'Issuer' refers to American Express Travel Related Services Company Inc., Travellers Cheque Associates Limited, Societe Francaise du Cheque de Voyage S.A. and/or any other Organisation being the issuer of Travellers Cheques made available through the Terminals.
- c. If you are the individual who asked AEME 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 (PIN)

- 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 or Travellers Cheques Available under the Service

At present the limit on the value of cash and/or Travellers Cheques which may be obtained from a Terminal during any thirty day period is US\$ 1,000 or its foreign currency equivalent for American Express Cardmembers. These limits may be varied by AEME at its discretion, in respect either of individual Terminals or of the Service as a whole.

4. Payment for Cash or Travellers Cheques

By using the Express Cash Service you authorise AEME 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 or the face value of the Travellers Cheques obtained through the transaction plus applicable charges. The charges payable in respect of transactions are set out in Clause 5 below.

5. Charges

- a. For each transaction carried out at a Terminal you will be charged either a commission of 4% of the value of Travellers Cheques obtained by you or a fee of 4% of the value of the Cash Withdrawal, 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.
- b. 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 of 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.

6. Travellers Cheque Refunds

In the event of the loss or theft of Travellers Cheques, you may apply to the Issuer or its authorised refund agent for their refund or replacement by contacting the nearest American Express Travel Service or Representative Offices.

If you obtain or use Travellers Cheques purchased through a Terminal you agree that your right to receive a refund or replacement if those Travellers Cheques are lost or stolen shall be subject to the following conditions:

- a. That before the loss or theft of a Travellers Cheque:
 - i. You have signed the Travellers Cheque in the upper left corner in permanent ink;
 - ii. You have not signed the Travellers Cheque in the lower left corner;
 - iii. You have not voluntarily parted with the Travellers Cheque to another person or company to hold or to keep, or as part of a confidence game;
 - iv. You have not used the Travellers Cheque in violation of any law, including participation in an illegal bet, game of chance or other prohibited action;
 - v. Your Travellers Cheque has not been taken by court order or by government action;
- b. That after the loss or theft of a Travellers Cheque:
 - i. You immediately notify Issuer or its authorised refund agent of the loss or theft of the Travellers Cheque;
 - ii. You report all facts of the loss or theft to Issuer and also to the police if Issuer or its refund agent asks you to;
 - iii. You inform Issuer of the serial number of the lost or stolen Travellers Cheque and the place and date of its purchase;
 - iv. You complete the refund forms of Issuer and provide it with acceptable proof of your identity;
 - v. You give Issuer all reasonable information and help requested to make a complete investigation of the loss or theft.

Issuer cannot stop payment on or refuse to pay any Travellers Cheque.

7. Misuse of the Card or PIN: Questions about transactions

- a. You must tell AEME 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. 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.
- 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 AEME in respect of this Service are conclusive evidence of such withdrawals.

8. Limitation of Liability

- a. Neither AEME 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 Travellers Cheques 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 AEME or the operator of the Terminal or their agents or sub-contractors;
 - iv. any other exceptions stated in this Agreement;
- b. Neither AEME 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.

9. 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.

10. 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 and Conditions of this Agreement in respect of their own transactions at Terminals in the same manner as Basic Cardmembers. The limits to cash or Travellers Cheques 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 and Conditions of this Agreement.

11. Withdrawal or Modification of Services

AEME 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.

12. Termination of Agreement

- a. AEME 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 AEME 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 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 AEME may continue to debit your Card Account in accordance with the provisions of Clause 4 and Clause 10.

13. Variation of Agreement

AEME 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 AEME notice in writing in accordance with Clause 12(b) above.

14. 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 and Conditions 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 the Kingdom of Bahrain.