AMERICAN EXPRESS

TERMS AND CONDITIONS FOR AMERICAN EXPRESS® CARD ACCEPTANCE

1. Scope and Applicability of the Terms and Conditions

This document, the signed Application form, and our other policies and procedures that apply to merchants who accept the Card constitute your agreement to accept American Express® Cards in the Middle East and North Africa ("**MENA**") region (the "**Agreement**"). The terms, policies and procedures will be available on the website www.americanexpress.ae and shall be updated periodically. American Express reserves the right to make the changes at any time without notice. By submitting Charges to us under this Agreement, you agree to accept the Card in accordance with the terms of this Agreement at all your Establishments in the MENA region, which have been approved by us, for all goods and services sold (except as noted below). You will also be liable to check the website periodically for all new updates in the terms, policies and procedure that would be applicable to you. If you do not accept the terms of this Agreement, you should not begin submitting Charges to us under this Agreement and must notify us immediately, returning all American Express materials to us.

Upon acceptance of these terms, you irrevocably undertake to honour and accept every valid American Express Card when properly presented as a mode of payment by Cardmembers for all Charges. You shall not engage in such acceptance practices and procedures that discriminate against, or discourage the use of American Express Card in favour of any other Card, that may also be accepted by you, or other payment mode. You must provide to us a list of your Affiliates conducting business in your industry that accept the Card under the Agreement, and notify us of any subsequent changes in the list. You are responsible for ensuring that all such Affiliates comply with the terms of this Agreement and you confirm that you are authorized to accept these terms on their behalf.

2. Installation & Use of Point of Sale Terminals

American Express may request you to install at your premises point of sale terminal(s) and such related accessories and software, as American Express may deem appropriate. All such point of sale terminal(s), accessories and software, if installed by us, shall remain the property of American Express and shall be surrendered to American Express on demand and/or in the event of termination of this Agreement. American Express shall be entitled to charge you for the costs of the point of sale terminal(s) and/or costs of repairing the point of sale terminal(s), in the event the point of sale terminal(s) is or are damaged as a result of the improper handling by you. You shall not permit any third party to perform the maintenance services on the point of sale terminal(s) or effect modifications, enhancement or software/engineering changes to the point of sale terminal(s) without the prior written consent of American Express.

3. Accepting the Card

3.1. ***General Conditions***

3.1.1. You must accept the Card as payment for all goods and services sold at all of your Establishments. You agree that Sections 3.1.1. to 3.1.4. are reasonable and necessary to protect the Cardmember's choice of which Card to use and that Charge and Credit Cards, including Corporate Cards, are interchangeable. You are jointly and severally liable for the obligations of your Establishments under this Agreement.

3.1.2. Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance of the Card and display our Marks according to our guidelines and as prominently and in the same manner as any Other Payment Products except:
(i) your own- branded card that is issued by you or a third party and
(ii) your own-branded in-store credit or finance products (together, "**Your Own-Branded Payment Products**").

3.1.3. You must not: (i) try to dissuade Cardmembers from using the Card; (ii) criticize or mischaracterise the Card or any of our services or programmes; (iii) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g. payment by cheque) instead of the Card; (iv) impose any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products; or (v) promote any Other Payment Products (except Your Own-Branded Payment Products) more actively than you promote the Card.

3.1.4. You must not: (i) engage in marketing, promotional or other activities that harm our business or brand; or (ii) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card. Except for special promotions of limited duration funded by an issuer of another charge, credit or debit card, and subject to your compliance with the immediately preceding sentence, you agree not to promote the use of any Other Payment Product (except for Your Own-Branded Payment Products) more actively than you promote the use of the Card.

3.2. ***Prohibited Uses of the Card***

3.2.1. You must not accept the Card for any of the following:

3.2.1.1 damages, losses, penalties, or fines of any kind;

3.2.1.2 costs or fees over the normal price of your goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;

3.2.1.3 any Charges in prohibited industries such as:

3.2.1.3.1 illegal businesses and activities according to the laws and regulations governing your business;

3.2.1.3.2 check Cashing/Check Guarantee businesses;

3.2.1.3.3 Credit Restoration Services;

3.2.1.3.4 internet adult digital content;

3.2.1.3.5 individuals and organizations that the U.S. government identifies as supporting terrorism; or

3.2.1.3.6 sale of infringing products;

3.2.1.4 sales made by third parties or entities conducting business in industries other than yours;

3.2.1.5 amounts that do not represent bonafide sales of goods or services at your Establishments, e.g., purchases by your owners (or family members) or employees contrived for cash flow purposes;

3.2.1.6 submitting Charges on behalf of any other merchant or non-merchant;

3.2.1.7 splitting a single Charge by creating two (2) or more Charges on a single Card for a single Charge to avoid Authorization; or

3.2.1.8 other items of which we notify you from time to time.

3.2.2. In addition, you must not:

3.2.2.1 photocopy the Card;

3.2.2.2 photocopy any of the Cardmember's legal identification documents; or

3.2.2.3 require Cardmembers to waive their dispute rights at the time of Charge.

3.2.3. You must inform us immediately should a point of sale terminal no longer accepts or processes the Card properly.

3.3. ***Charge Card Format***

For every Charge, you must create an electronically reproducible Charge Record containing the following information ("**Charge Data**"):

3.3.1. the PAN or Token truncated;

3.3.2. Charge date;

3.3.3. amount of the Charge, i.e., the total Charge amount of goods and/or services purchased, including applicable taxes, tips, postage, and shipping fees. Any tip amount, when requested by you, should be filled in by the Cardmember before the total is entered in the form;

3.3.4. description of the goods and/or services purchased;

3.3.5. your legal name and address;

3.3.6. the words "No Refund," if a no-refund policy is applicable, or other wording that conforms to applicable laws and describes your return policy; and

3.3.7. all other information as requested from time to time by us or by applicable law.

If you request a Cardmember's signature, you must not require Cardmembers to sign the transaction receipt until the total amount is shown.

If the Cardmember wants to use different Cards for payment of a purchase, you may create a separate Charge Record for each Card used. However, if the Cardmember is using a single Card for payment of a purchase, you must not divide the purchase into more than one (1) Charge, nor shall you create more than one (1) transaction receipt, except in the case of airline, cruise line, lodging, or Split Shipment Transactions.

3.4. ***Retaining Documents***

You must retain original Charge Record or Credit Record (as applicable) and all documents evidencing the Charge or Credit, or reproducible thereof, for twenty-four (24) months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember.

You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within fourteen (14) days of our request.

3.5. ***Card Present Charges***

3.5.1. The Card must be presented for all in person Charge requests

3.5.2. Cards that do not contain a chip should be swiped through the point of sale terminal (a "**swiped transaction**"). Cards which do contain a chip should be placed in the chip reader of the point of sale terminal in the first instance: the terminal will advise whether the Cardmember should sign for the transaction (a "**chip and signature transaction**"), or if they should enter their personal identification number ("**PIN**") (a "**chip and PIN transaction**").

3.5.2.1. In the case of a chip and PIN transaction, you must request the Cardmember to enter their PIN on the electronic keypad provided at the point of sale terminal. If a chip and PIN transaction fails due to a technical problem (in which case the point of sale terminal will show an error message), you must follow the procedure for Swiped Transactions. If a chip and PIN transaction is declined, you must refuse the Charge. You must seek Authorization by following the procedures set out in Section 4 below.

3.5.2.2. In the case of a swiped transaction or chip and signature transaction, you must obtain the Cardmember's signature on the paper receipt printed by the point of sale terminal. The signature on the receipt must match the signature on the Card. If the Authorization request is declined, you may refuse the Charge. You must seek Authorization by following the procedures set out in Section 4 below.

3.5.2.3. Fallback occurs when the point of sale terminal cannot initiate a Charge by using the chip on the Card and must process the Charge utilizing the magnetic stripe. Prior to initiating fallback, you must attempt to process the Authorization utilizing the chip multiple times. We recommend a total of three (3) attempts. After the final unsuccessful attempt, you may revert to the fallback option by keying in the Charge on the point of sale terminal if the terminal allows you to do so.

When fallback occurs, you must:

3.5.2.3.1. key the relevant Card details and expiry date into the point of sale terminal to seek Authorization;

3.5.2.3.2. obtain the Cardmember's signature on the paper receipt printed by the point of sale terminal. The signature on the receipt must match the signature on the Card;

3.5.2.3.3. obtain an imprint of the Card on a Charge Record to validate Card presence.

3.5.2.4. Fallback may not take place under any of the following circumstances:

3.5.2.4.1. where the Card is blocked;

3.5.2.4.2. where all payment applications on the Card are blocked and cannot be used to process the Charge; or

3.5.2.4.3. when the Authorization has already been declined offline.

3.5.3. Unless permitted by local law and regulation, you must not swipe the Card on a cash register and/or store Cardmember Information via a cash register.

3.5.4. You must verify that the Card has not been visibly altered or mutilated.

3.5.5. All other relevant provisions in this Agreement and such other operating instructions and procedures as we may issue from time to time must be complied with.

3.5.6. If your point of sale terminals have been upgraded and we have certified them for chip and PIN, and you comply with the Card acceptance procedures in this Agreement, you will not be liable for fraudulent Card Present Charges made with lost, stolen, counterfeit and non-received Cards with a chip and PIN.

3.5.7. If your point of sale terminals have not been upgraded or we have not certified them for chip and PIN, you will be liable for any losses and we will have Full Recourse for fraudulent Card Present Charges made with lost, stolen, counterfeit and non-received Cards with a chip, unless upgrading and certification of your point of sale terminal would not have prevented the fraud.

3.5.8. In all cases, you will be liable for fraudulent Charges arising from a failure to comply with our Card acceptance procedures as set out in this Agreement.

3.5.9. If your point of sale terminal fails, then in addition you must:

3.5.9.1. seek a voice Authorization (as set out in Section 4 below);

3.5.9.2. check that the Card is being used prior to the expiration of the "Valid thru" date shown on its face;

3.5.9.3. obtain an imprint of the Card on a Charge Record to validate Card presence; and

3.5.9.4. check that the signature on the Charge Record matches the signature on the Card.

3.5.10. If you do not take a manual imprint where required, and make it available to us on request, we will have Full Recourse for such Charge.

3.6. ***Card Not Present Charges***

3.6.1. For Card Not Present Charges, you must:

3.6.1.1. create a Charge Record as described in Section 3.3 above, including an indicator that the Charge is a Card Not Present Charge;

3.6.1.2. obtain the Cardmember's name as it appears on the Card, the Card account number and expiry date, the Cardmember's billing address, and the delivery address;

3.6.1.3. obtain Authorization; and

3.6.1.4. if the order is to be shipped or delivered more than thirty (30) days after the Authorization, obtain a new Authorization Approval Code number before shipping or delivering the order.

3.6.2. If the goods are to be collected by the Cardmember, the Card must be presented by the Cardmember upon collection and you should treat the Charge as Card Present Charge and comply with Section 3.5. above.

3.6.3. We have Full Recourse for any Card Not Present Charge that the Cardmember denies making or authorizing. We will not exercise Full Recourse for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have verified with us that the address to which the goods were shipped is the Cardmember's billing address and obtained a receipt signed by an authorized signer verifying the delivery of the goods to such address.

3.7. ***Card Not Present Charges – Internet***

3.7.1. We will accept Charges for Internet Orders subject to the requirements of Section 3.6. above and the following additional requirements. You must:

3.7.1.1. send Charge Data concerning any Internet Order via the internet or any other electronic mail medium only to the Cardmember who made the Internet Order, your Processor, or us, in accordance with Section 12 below;

3.7.1.2. submit all Charges for Internet Orders electronically;

3.7.1.3. use any separate Establishment Numbers that we provide you for Internet Orders in all your requests for Authorization and submissions of Charges for Internet Orders;

3.7.1.4. provide us with at least one (1) month's prior written notice of any change in your internet address; and

3.7.1.5. comply with any additional requirements that we may have from time to time. We shall provide you with no less than one (1) month's prior written notice of any such requirements, except where we notify you that immediate introduction is necessary for reasons of security of Internet Orders and/or Cardmember information.

3.7.2. We will not be liable for fraudulent Charges over the internet and we will have the right to Full Recourse for those Charges. Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Transaction, we will exercise Full Recourse for the full amount of the Charge.

3.7.3. Your website and/or application must display the following:

3.7.3.1. an accurate description of goods and services offered, including the currency type for the Charge (e.g., U.S. Dollars, UAE Dirhams);

3.7.3.2. an email address and a telephone number for customer service disputes;

3.7.3.3. your return and refund policy;

3.7.3.4. a description of your delivery policy, for example, no cash on delivery ("COD"), and no overnight;

3.7.3.5. a description of your security practices, for example, information highlighting security practices that you use to secure Internet Orders;

3.7.3.6. a statement of known export restrictions, tariffs, and any other regulations;

3.7.3.7. the name of the country in which you are located; and

3.7.3.8. a privacy statement regarding the type of personal information collected and how the information is used.

3.8. ***Card Not Present Charges – SafeKey***

3.8.1. We will accept Charges for Internet Orders made by Establishments participating in the American Express SafeKey Programme subject to the requirements of Section 3.7. above and the following additional requirements.

3.8.2. Establishments participating in the SafeKey Programme must complete and maintain compliance with:

3.8.2.1. SafeKey certification;

3.8.2.2. the SafeKey Implementation Guide;

3.8.2.3. Card Identification Digits ("**CID**") and Automatic Address Verification ("**AAV**") or Address Verification Service ("**AVS**") as notified by us from time to time;

3.8.2.4. the SafeKey Logo Guidelines;

3.8.2.5. a fraud to sales ratio of less than 1% on Charges containing SafeKey data or as otherwise detailed by us in the Authorization and submission specifications;

3.8.2.6. good standing with us as reasonably determined by us; and

3.8.2.7. any other requirements, which we may introduce or change from time to time.

3.8.3. The SafeKey Programme only applies to Card Not Present Charges made on Cards that are eligible for SafeKey authentication processing, by Internet Orders through your Establishments, and that meet the following criteria and requirements:

3.8.3.1. the Charge indicates it was fully SafeKey authenticated or a SafeKey authentication was attempted;

3.8.3.2. the additional SafeKey authentication data was provided in both the Authorization request and the submission record;

3.8.3.3. the Cardmember disputed the Charge as fraud; and

3.8.3.4. the Card is issued in a market specified by us to you from time to time.

3.8.4. If, at any time, you do not meet the requirements listed above, or if we receive a disproportionate number of Disputed Charges or high instance of fraud then:

3.8.4.1. you must work with us to reduce the number of disputes and fraudulent Charges; and

3.8.4.2. we may, in our sole discretion, modify or terminate your Establishment's participation in the SafeKey Programme.

3.8.5. The SafeKey Programme does not apply to Disputed Charges involving any other types of disputes, including customer service or goods or services disputes.

3.8.6. We will not exercise Full Recourse for Charges if both the Establishment and Charge comply with the foregoing requirements. The SafeKey Programme does not prevent us from taking other protective action, such as those listed in Section 11.

3.8.7. We may suspend, terminate or modify the SafeKey Programme at any time, with or without notice to you. We shall not be liable and shall have no obligation to you in the event we suspend, terminate or modify the SafeKey Programme. If you do not agree with the current or modified SafeKey Programme, you must:

3.8.7.1. cease participating in the SafeKey Programme;

3.8.7.2. surrender your SafeKey certification status; and

3.8.7.3. return or destroy all confidential information provided to you pursuant to the SafeKey Programme; and

3.8.7.4. you may not qualify for SafeKey Fraud Liability Shift when both of the following conditions exist:

3.8.7.4.1 your monthly Fraud to Gross Sales Volume Ratio ("**FTG**") is greater than or equal to 0.9%; and

3.8.7.4.2 your monthly total Fraud Value is greater than or equal to $25,000 (Twenty-Five Thousand U.S. Dollars).

3.9. ***Unattended Terminals - CATs and Payment Kiosks***

3.9.1. We will accept Charges for purchases at your unattended Customer Activated Terminals ("**CATs**") or payment kiosks subject to the requirements of Section 3.6.1 above and the following additional requirements. You must:

3.9.1.1. include in all requests for Authorization the full magnetic stripe stream or chip Card data;

3.9.1.2. flag all requests for Authorization with a CAT indicator;

3.9.1.3. follow any additional Authorization procedures that American Express may provide if you accept the Card at a CAT that is part of, or attached to, a fuel dispenser, or electric vehicle charging station; and

3.9.1.4. ensure that the CAT notifies the Cardmember if the Authorization request is declined, where technically feasible.

3.10. ***Recurring Billing Charges***

3.10.1. If you offer Cardmembers the option to make recurring Charges automatically for a series of separate purchases or payments ("**Recurring Billing Charges**"), before submitting the first Recurring Billing Charge you must:

3.10.1.1. disclose all material terms of the Recurring Billing Charges' agreement to the Cardmember, including, but not limited to, the duration of the Recurring Billing Charges' agreement, the amount, and frequency with which the Recurring Billing Charges will be submitted, and including the fact that Recurring Billing Charges will continue until the option is cancelled by the Cardmember, if applicable;

3.10.1.2. obtain the Cardmember's express consent to process Recurring Billing Charges on their Card;

3.10.1.3. obtain the Cardmember's express consent to renewals;

3.10.1.4. retain documentation that validates the Cardmember's consent to process Recurring Billing Charges. This Documentation must be maintained for the length of the Recurring Billing agreement or two (2) years from the last Recurring Billing Charges, whichever is longer;

3.10.1.5. provide a simple and expeditious cancellation process for Recurring Billing Charges. This cancellation process must be clearly and conspicuously disclosed to the Cardmember at the time of their consent to submit Recurring Billing Charges on their Card; and

3.10.1.6. notify the Cardmember that they can revoke their consent to process Recurring Billing Charges on their Card. Any changes to the Recurring Billing Charges' agreement between you and the Cardmember must be lawful and made in accordance with such agreement. Such changes must take effect before submitting any subsequent Recurring Billing Charges on the Card. If the material terms of the Recurring Billing Charges' agreement change after submission of the first Recurring Billing Charges, you must promptly notify the Cardmember in writing of such change and obtain the Cardmember's express written consent to the new terms prior to submitting another Recurring Billing Charge. You must discontinue the Recurring Billing Charges immediately if requested to do so by a Cardmember. If a Cardmember withdraws consent but you continue to submit Recurring Billing Charges, we may reject the Recurring Billing Charge, or you may be subject to Chargebacks.

3.10.2. Before submitting to us the first Recurring Billing Charge, you must obtain the Cardmember's name as it appears on the Card, Card account number, expiry date, and billing address.

3.10.3. Before submitting any Recurring Billing Charge you must;

3.10.3.1. obtain Authorization; and

3.10.3.2. create a Charge Record including an indicator that the Charge is Card Not Present.

3.10.4. If this Agreement is terminated for any reason, then you shall at your own cost notify all Cardmembers for whom you have submitted Recurring Billing Charges of the date when you will no longer be accepting the Card. At our option, you shall continue to accept the Card for up to ninety (90) days after any termination takes effect.

3.10.5. The cancellation of a Card account constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. We do not need to notify you of such cancellation, nor will we have any liability to you arising from such cancellation. You must discontinue the Recurring Billing Charges immediately if requested to do so by a Cardmember. If a Card account is cancelled, or if a Cardmember withdraws consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember (or former Cardmember). You will permit us to establish a hyperlink from our website to your website (including its home page, payment page or its automatic or recurring billing page) and list your customer service contact information.

4. Authorization

4.1. You must obtain Authorization for all Charges. Each Authorization request must include the full Card account number and be for the total price of your goods or services plus applicable taxes; provided, however, that in the case of a Prepaid Card that does not have sufficient funds available to cover the full amount, Authorization is required only for the amount of funds used on the Prepaid Card and you may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or method of payment. If the other payment method is a Card, then this Agreement applies.

4.2. Authorization does not guarantee that we will accept the Charge without exercising Full Recourse, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.

4.3. Authorization Approvals for Charges are valid for seven (7) days after the Authorization date. You must obtain a new approval if the Charge is submitted more than seven (7) days after the original Authorization date. For Charges on goods or services that are shipped or provided more than seven (7) days after an order is placed, you must obtain an approval for the Charge at the time the order is placed and again at the time the goods or services are shipped or provided to the Cardmember. The new Approval Code must be included in the relevant Transmission. You must obtain a new Authorization if you do not submit the Charge within the applicable Estimated Charge Threshold and Authorization Validity Period set out in the table below for these specific industries:

Industry	Estimated Charge Threshold	Authorization Validity Period
Vehicle Rental	15%	30 days
Lodging	15%	30 days
Cruise Lines	15%	30 days
Restaurants	30%	7 days
Beauty, Barbers and Health Spas	20%	7 days

For a Card Not Present Charge only, an Authorization is considered valid if the initial Authorization request is within plus or minus the percentage of the final Charge amount. The Authorization Validity Period is the number of days that the Authorization is valid, starting from the date of the initial Authorization. If a Charge is submitted beyond the Authorization Validity Period, you may risk Chargeback.

Industry	Estimated Charge Threshold	Authorization Validity Period
Grocery Stores	15%	7 days
Retail	15%	7 days

4.4. When you process Card Present Charges electronically, you must transmit full Card data with your Authorization request via your point of sale terminal. If the Card data is unreadable and you have to key-enter the Charge to obtain an Authorization, you must take a manual imprint of the Card to validate Card presence.

4.5. If your point of sale terminal is unable to connect to our computer authorization system for Authorization, or you do not have such a terminal, or we ask you to do so (i.e. a referral), you must obtain Authorization for all Charges by calling us at our Authorization telephone number. We reserve the right to charge you a fee for each Charge for which you request Authorization by telephone, unless such failure to obtain Authorization electronically is due to the unavailability or inoperability of our computer authorization system.

4.6. If you or your Processor change the way in which you send data to us for the purposes of Authorization, you must obtain our consent before the changes are made.

5. Submitting Charges and Credits to Us

All Charges and Credits must be made in Local Currency, unless otherwise agreed to by us in writing, or unless otherwise required by local law or exchange control regulations. You must submit all Charges to us within seven (7) days of the date they are incurred, provided that you must wait to submit Charges until you have shipped the goods or provided the services to the Cardmember, after which you have seven (7) days to submit such Charges.

You must issue Credits to the Card account used to make the original purchase, unless it was made with a Prepaid Card that is no longer available for the customer's use, or unless the Credit is for a gift that is being returned by someone other than the Cardmember that made the original purchase, in which case you may apply your refund policy. Charges and Credits will be deemed accepted on a given Business Day if processed by us before our deadline for processing Charges and Credits for that day at the relevant location.

5.1. Submitting Charges and Credits Electronically

5.1.1. You must submit Charges and Credits electronically over communication links ("**Transmissions**"). Transmissions must comply with the specifications that we provide from time to time, including Charge Data. We need not accept any non-compliant Transmissions or Charge Data. You must place additional, less, or reformatted information on Transmissions within thirty (30) days' written notice from us. Even if you transmit Charge Data electronically, you must still complete and retain Charge Records and Credit Records.

5.1.2. If, due to extraordinary circumstances, you are required to submit Charges and Credits on paper, you must submit Charges and Credits (including Charge Data) in accordance with our instructions. We reserve the right to charge a fee for Charges and Credits submitted on paper. Such fee will be notified to you in advance.

5.1.3. With our prior approval, you may retain, at your expense, a Processor which (together with any of your other Covered Parties (defined in Section 12.1. below) you must ensure co-operates with us to enable your Card acceptance. You are responsible and liable for any problems or expenses caused by your Processor and for any fees that your Processor charges us or our Affiliates, or that we or our Affiliates incur as a result of your Processor's system for transmitting requests for Authorizations and Charge Data to us or our Affiliates. We may bill you for any fees or deduct them from our payments to you. You must notify us promptly if you change your Processor and provide us on request with all relevant information about your Processor.

5.1.4. Notwithstanding the foregoing, if commercially reasonable and not prohibited by any of your other agreements, you will work with us to configure your card authorization, submission, and point of sale terminal, payment gateway, or systems to communicate directly with our systems for Authorizations and submissions of Charge Data.

5.1.5. You must retain the original Charge Record or Credit Record (as applicable) and all documents evidencing the corresponding Charge or Credit, or reproducible records thereof, for twenty-four (24) months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember. You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within fourteen (14) days of our request.

6. Discount Rate and Other Fees

Your initial Discount is as provided to you in writing by us. Where the Discount Rate is referred to without further explanation, that rate shall be applied to the full amount of the Charge, including applicable taxes. We may adjust the Discount, change any other amount we charge you for accepting the Card, and charge additional fees from time to time, subject to advance notice to you. Charges that are not submitted electronically are subject to supplemental fees. We reserve the right, upon notice in writing to you, to charge supplemental fees for Charges for which you have not obtained Authorization. We may charge you different Discounts for Charges submitted by your Establishments that are in different industries, and you must process Charges through the relevant Establishment Number provided by us for each industry. We will notify you of any different Discounts that apply to you. If you choose to receive paper statements, we may charge you a fee for each paper statement, which we may change from time to time.

7. Payment for Charges

7.1. You will receive payment according to your payment plan in Local Currency for the face amount of Charges submitted from your Establishments in the country where you are present, "less": (i) the Discount; (ii) any other fees or amounts you owe us or our Affiliates under any agreement or arrangement; (iii) any taxes or duties (such as Value Added Tax ("**VAT**") or any other taxes) we are or become liable to pay in respect of any supplies made to you; (iv) any amounts for which we have Full Recourse; and (v) the full amount of any Credits you submit.

Our standard payment plan is five (5) Business Days from receipt by us of all relevant Charge Data, although alternative payment plans are available upon request. You shall not be entitled to receive payment for or on behalf of any third party.

7.2. We may charge a fee for any rejected direct debits, direct credits, or late payment. The amount of any such fee will be notified to you in advance.

7.3. You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges or Credits within ninety (90) days of the date of the statement or other reconciliation data received from us containing such claimed error or omission, or we will consider the relevant reconciliation data to be conclusively settled as complete and correct in respect of such amounts.

7.4. If we determine at any time that we have paid you in error, we may deduct such amounts from future payments due to you, debit your Account (if you have signed a Direct Debit mandate) or invoice you for such amounts. If you receive any payment from us not owed to you under this Agreement, you must immediately notify us (by calling our telephone service centre) and your Processor and return such payment to us promptly. Whether or not you notify us, we have the right to withhold future payments to you or debit your Account until we fully recover the amount. We have no obligation to pay any party other than you under this Agreement.

7.5. You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless we have exercised Full Recourse for such Charge, you have fully paid us for such Charge, and you otherwise have the right to pursue the Cardmember.

8. Disputed Charges & Dispute Resolution

8.1. With respect to a Disputed Charge:

8.1.1. we have Chargeback rights, prior to contacting you, if we determine that we have sufficient information to resolve the Disputed Charge in favour of the Cardmember; or

8.1.2. we may contact you prior to exercising Chargeback.

In either case, as mentioned above, you will have no more than seven (7) days after we contact you to provide to us a written response containing the information we require, including the full Card account number.

We will Chargeback, or our previous decision to exercise Chargeback will remain in effect, for the amount of the Disputed Charge if, by the end of the seven (7) day period, you have not fully resolved the Disputed Charge or provided us with the requested information.

8.2. Resolution of Disputed Charge:

If we determine, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in the Cardmember's favour, we will Chargeback for that Disputed Charge, or our previous Chargeback will remain in effect. If we resolve the Disputed Charge in your favour, we will take no further action (if we have not previously exercised Chargeback) or we will reverse our previous Chargeback or any special Chargeback programs (i.e., Full Recourse) that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of Chargeback.

If we receive disproportionately high numbers or amount of Disputed Charges relative to your prior history or industry standards, notwithstanding anything to the contrary in the Agreement, we may place you in our Immediate Chargeback program and/or charge you a fee ("**Excessive Dispute Fee**") and/or create a Reserve (defined in Section 11.1. below).

8.3. All disputes and claims arising in connection with this Agreement, upon your or our election, shall be resolved in accordance with Section 14.10 below. For the purposes of this Agreement, "**Claim**" means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to this Agreement, including any question regarding its existence, validity or termination, or the relationship resulting from this Agreement, whether based in contract, tort (including negligence, strict liability and fraud), statutes, regulations, directives or orders.

9. Full Recourse

9.1. We have Full Recourse rights in respect of any Charge: (i) whenever a Cardmember brings a Disputed Charge, as described in Section 8, or have rights under law to withhold payments; (ii) in case of actual or alleged fraud relating to the Charge; (iii) if you do not comply with this Agreement (including omitting any Charge Data from Charge submissions), regardless of whether we had notice when we paid you for the Charge that you did not so comply and whether you obtained Authorization for the Charge; or (iv) as provided elsewhere in this Agreement.

9.2. We may exercise Full Recourse by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we may notify you of your obligation to pay us, which you must do promptly and fully. Our failure to demand or take payment does not waive our Full Recourse rights.

10. Chargeback

We have Chargeback rights:

10.1. whenever Cardmembers bring Disputed Charges, as described in Section 8.1., or have rights under law to withhold payments;

10.2. in cases of actual or alleged fraud relating to Charges;

10.3. if you do not comply with the Agreement (including omitting any Transmission from Charge submissions), even if we had notice when we paid you for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question; or

10.4. as provided elsewhere in the Agreement.

We may Chargeback by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we may notify you of your obligation to pay us, which you must do promptly and fully. Our failure to demand payment does not waive our Chargeback rights.

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11. Protective Action

11.1. Regardless of any contrary provision in this Agreement, we may, in our reasonable judgment, determine that it is necessary to withhold, and offset amounts from, payments we otherwise would make to you under this Agreement or require you to provide us with additional security for your or any of your Affiliates' obligations to us or any of our Affiliates under this Agreement or any Other Agreement. Such withheld payments are called a "**Reserve**".

11.2. Some of the events that may cause us to establish a Reserve include: (i) your ceasing a substantial portion of or adversely altering your operations; (ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties currently owning 25% or more of such interests), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) your suffering a material adverse change in your business; (iv) your becoming insolvent; (v) our receiving a disproportionate number or amount of Disputed Charges at your Establishments; or (vi) our reasonable belief that you will not be able to perform your obligations under this Agreement, under any Other Agreement, or to Cardmembers.

11.3. If an event leads us to believe that we need to create a Reserve, then we may establish a Reserve or terminate this Agreement immediately upon notice to you. We may increase the amount of the Reserve at any time; provided that the amount of the Reserve will not exceed an amount sufficient, in our reasonable judgment, to satisfy any financial exposure or risk to us under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers), or to us or our Affiliates under any Other Agreement, or to Cardmembers.

11.4. We may deduct and withhold from, and recoup and offset against, the Reserve any amounts you or any of Affiliates owe us or any of our Affiliates under this Agreement or any Other Agreement. We may take other reasonable actions to protect our rights or those of any of our Affiliates, including changing the speed or method of payment for Charges, exercising Full Recourse, or charging you fees for Disputed Charges.

11.5. You must provide to us promptly, upon request, information about your finances and operations, including your most recent certified financial statements.

11.6. In the event that your account with us shows a debit balance, we shall be entitled to: (i) require payment in full by you on receipt of notification from us of the amount of such debit balance together with late payment interest thereon; (ii) debit your Account (if you have signed a Direct Debit mandate); and (iii) refer your account to a third party (which may be a firm of lawyers) for collection and to charge you a file referral fee and all associated costs.

12. Protecting Cardmember Information

12.1. Standards for protection of information: Except as otherwise specified, you must, and you must cause your Covered Parties, to:

12.1.1. store Cardmember Information only to facilitate Charges and related Card acceptance activities in accordance with this Agreement; and

12.1.2. comply with the then-current Payment Card Industry Data Security Standard ("**PCI Standard**").

You must protect all Charge Records and Credit Records retained pursuant to this Agreement in accordance with these data security provisions. You must use these records only for purposes of this Agreement and safeguard them accordingly. Your data security procedures for the Card shall be no less protective than for Other Payment Products you accept. You are liable for your Covered Parties' compliance with this Section. For the purposes of this Agreement, "**Covered Parties**" means any or all of your employees, agents, representatives, subcontractors, Processors, providers of your point of sale terminal or systems or payment processing solutions, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement.

12.2. Data Security Operating Policy: You must comply with our Data Security Operating Policy, which we may amend from time to time. You have additional obligations under that policy based on your transaction volume, including providing to us documentation validating your compliance with the PCI Standard. This validation must be performed by a third party security assessor acceptable to us. We have the right to assess non-compliance fees in accordance with that policy for your failure to comply with those obligations.

12.3. Notification of compromise: You must notify us immediately if you know or suspect that Cardmember Information has been accessed or used without authorization or used other than in accordance with this Agreement. You must provide (and obtain any waivers necessary to provide) to us and our auditors, on request, full co-operation and access to conduct a thorough audit of such data incident, including providing all Card account numbers related to the incident and audit reports of the incident. You must work with us to rectify any issues arising from the incident, including consulting with us about your communications to Cardmembers affected by the incident and providing (and obtaining any waivers necessary to provide) us all relevant information to verify your ability to prevent future incidents in a manner consistent with this Agreement. Audits must include forensic reviews and reports on compliance, any and all information related to the incident, and they must identify the cause of the incident and confirm whether or not you were in compliance with the PCI Standard at the time of the data incident. We may contact a third party security assessor to begin forensic investigation or site certification.

12.4. Indemnity obligations: Your indemnity obligations to us under this Agreement include, without waiving any of our other rights and remedies, liability for all fraudulent transactions related to such data incidents and all costs, fees, and expenses (including claims from third parties and all costs incurred by us related to the notification of Cardmembers and cancellation and reissuance of Cards, reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, interest, and penalties) we incur as a result of such data incidents unless:

12.4.1. you notify us pursuant to this Section;

12.4.2. you are, and were at the time of the data incident, in compliance with our Data Security Operating Policy; and

12.4.3. the data incident was not caused by the wrongful conduct of you or one of your employees or agents.

12.5. No representation by us: Except as otherwise specified in these data security provisions or our Data Security Operating Policy, your compliance with our Data Security Operating Policy shall not in any way relieve your indemnity obligations to us under this Agreement, nor relieve or decrease your liability in any way. You are responsible at your sole expense for providing any additional data security measures that you deem necessary to protect your particular data and interests. We do not in any way represent or warrant that the measures contained in these data security provisions or our Data Security Operating Policy are sufficient or adequate to protect your particular data and interests. We disclaim any and all representations, warranties, and liabilities with respect to our Data Security Operating Policy, the PCI Standard, and the designation and performance of third party security assessors, whether express, implied, statutory, or otherwise, including any warranty of fitness for a particular purpose.

13. Proprietary Rights and Permitted Uses

13.1. Without prejudice to Section 3.1.2., neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent.

13.2. You agree that we, our third party merchant acquirers, our licensees and our Affiliates may list the name and address of your Establishment(s), including but not limited to your physical address, web site address and/or URL if appropriate, in materials containing lists of Establishments which accept the Card which we, our third party merchant acquirers, our licensees and/or our Affiliates may publish from time to time.

14. Miscellaneous

14.1. ***Your Representations and Warranties***

You represent and warrant to us that:

14.1.1. you are duly qualified and licensed to do business in all jurisdictions in which you conduct business;

14.1.2. you have full authority and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due;

14.1.3. there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder;

14.1.4. you are authorized to enter into this Agreement on your own behalf and on behalf of your Establishments and Affiliates, including those indicated in this Agreement, and the individual who signs this Agreement or otherwise enters into it has authority to bind you and them to it;

14.1.5. you may act on behalf of all your Affiliates who submit Charges under this Agreement, including acceptance by you of payment from us for Charges incurred with your Affiliates where you instruct such payment to be made to you;

14.1.6. you are not listed on any sanctions targets lists;

14.1.7. you have not assigned to any third party any payments due to you under this Agreement;

14.1.8. all information that you provided in connection with this Agreement is true, accurate, and complete; and

14.1.9. you have read this Agreement and kept a copy for your file, and provided a copy to all your Affiliates who submit Charges under this Agreement.

If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may immediately terminate this Agreement in our discretion.

14.2. ***Value Added Tax***

In accordance with applicable law, you will provide us with your valid VAT registration number and certificate to enable us to levy VAT at the applicable rate and issue VAT invoice accordingly.

14.3. ***Assignment***

You may not assign, subcontract or transfer this Agreement without our prior written consent. We may assign or transfer this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers upon written notice to you, and subcontract this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers in our discretion without notice to you.

14.4. ***Amendment or Modification***

We may change this Agreement at any time (including by amending any of its terms, adding new terms, or deleting or modifying existing terms) on at least thirty (30) days' prior notice to you.

14.5. ***Severability***

If, at any time, any part of this Agreement (including any one or more of the sections of this Agreement or any Section or paragraph or any part of one or more of these sections) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

14.6. ***Entire Agreement***

This Agreement is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof.

14.7. ***Indemnification and Limitation of Liability***

14.7.1. You will indemnify, defend, and hold harmless us and our Affiliates, successors, and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, arising or alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under this Agreement, failure in the provision of your goods or services, or any violation by you, your employees, agents or contractors of this Agreement or any applicable laws or regulations.

14.7.2. In no event will either party or its Affiliates, successors, and assigns be liable to the other party for any incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort (including negligence, strict liability and fraud), statute, regulations, directives or orders) arising out of or in connection with this Agreement, even if advised of such potential damages. Neither you nor we will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or the banking system, except that our rights to create Reserves and exercise Full Recourse will not be impaired by such events.

14.8. ***Non-Waiver; Cumulative Rights***

Either party's failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Any rights and remedies of the parties are cumulative, not alternative.

14.9. ***Compliance with Laws***

Each party will comply with all applicable laws, regulations, and rules.

14.10. ***Governing Law and Jurisdiction***

This Agreement is governed by and will be construed according to English law and the Courts of the Dubai International Financial Centre shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in Section 14.10 shall limit the right of American Express to take proceedings against you in any other court of competent jurisdiction, including the courts of Dubai, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceeding in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15. Data Protection and Confidentiality

15.1. You must keep confidential and not disclose to any third party the terms of this Agreement and any information that you receive from us that is not publicly available relating to your relationship with American Express, its Affiliates, and your acceptance of the Card, including the Discount. Any Cardmember Information is confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card Charges in accordance with this Agreement.

15.2. You are responsible for ensuring that Cardmember Information remains secure in accordance with our Data Security Operating Policy (as set out above in Section 12.2.).

15.3. You must adhere to the following with respect to all Personal Data Processed or held by you in the course of performing this Agreement including but not limited to our Cardmembers: (i) comply with applicable Data Protection Legislation, as well as any privacy protocols issued by us; (ii) use Personal Data for the purpose of this Agreement only and not for any other purposes; (iii) offer reasonable support to assist us in resolving any inquiries or complaints relating to Personal Data; and (iv) notify us immediately if you become aware of, or suspect, any unauthorized access, use, copying, or disclosure of Personal Data.

15.4. You agree that we will collect information about you in accordance with the Data Privacy Notice available online at:
www.americanexpress.ae/en-ae/data-privacy/
If you have any privacy query or believe that any Personal Data, we hold about you is incorrect or incomplete, you must promptly inform us in writing at the following email address:
DPO@americanexpress.com.bh.

16. Term and Termination

16.1. This Agreement shall commence on the earlier of: (i) the date on which you first accept the Card following receipt of this Agreement or otherwise indicate your intention to be bound by this Agreement by submitting Charges to us under this Agreement; or (ii) the date on which we approve your application to accept the Card, following which, this Agreement shall continue in force unless and until terminated by either party upon not less than thirty (30) days' prior written notice to the other party.

16.2. We can terminate this Agreement at any time without notice to you and without waiving our other rights and remedies if you have not submitted a Charge within any period of twelve (12) consecutive months. We also have rights to terminate this Agreement as set out elsewhere herein. We reserve the right to notify your point of sale terminal provider of termination of this Agreement.

16.3. If either party materially breaches its obligations and fails to remedy such breach within thirty (30) days after written notice from the other party specifying such a breach, then the party not in breach may terminate this Agreement immediately upon notice of termination.

16.4. If this Agreement terminates, without waiving our other rights and remedies, we may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates. If any amounts remain unpaid, then you and your successors and permitted assigns will remain liable for such amounts and will pay us within thirty (30) days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.

16.5. Most of the relevant terms such as Sections 1, 3, 5, 8, 9, 10, 11, 12, 13 and 14 will survive termination of this Agreement. Our right of direct access to the Account will also survive until such time as all credits and debits relating to Charges and Credits in accordance with the Agreement have been made.

17. Notices

17.1. All notices hereunder must be in writing and sent by hand delivery; or by first class mail, postage prepaid; or by expedited mail courier service; or by facsimile transmission to the addresses set out below.

17.2. If you have an American Express account manager, you should send notices to them. If you do not have an American Express account manager, you should send notices to us at:

AMEX (Middle East) B.S.C. (c) - Emirates, P.O. Box number (2390), 27th Floor, Media One Tower, Dubai Media City, Dubai, United Arab Emirates.

17.3. We will send notices to you at the address, e-mail address, or facsimile number you indicated on your application to accept the Card. You must notify us immediately of any change in your notice address.

Special Industry-Specific Operating Procedures

If you conduct business in any of the following industries, you also must comply with the following provisions (as applicable):

1. Lodging:

1.1. ***Special Authorization Procedures***

1.1.1. Upon check-in, if a Cardmember wishes to use the Card to pay for a lodging stay, you must obtain Authorization for the full estimated amount of the Charge based upon the room rate and the number of days that they expect to stay, including applicable taxes and other known ancillary amounts (hereinafter "**Estimated Charge Amou -nt**") provided that you must not accept Prepaid Cards at check-in for purposes of Authorization, guarantee or pre-payment. You must not overestimate the Estimated Charge Amount. If you fail to obtain Authorization for the Estimated Charge Amount, and submit the Charge, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse for the full amount of the Charge.

1.1.2. Upon check-out:

1.1.2.1. if the final Charge is no greater than the Estimated Charge Amount plus 15% of the Estimated Charge Amount, no further Authorization is necessary; or

1.1.2.2. if the final Charge is greater than the Estimated Charge Amount by more than 15%, you must obtain Authorization for any additional amount of the Charge that is greater than the Estimated Charge Amount. If you fail to request such Authorization for the additional amount, or your request for such Authorization is declined, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse for the amount of the Charge in excess of the Estimated Charge Amount.

1.1.3. If Cardmembers opt to use Prepaid Cards at the time of checkout when the final Charge is known, you must obtain Authorization for the full amount of Charges to be placed on the Prepaid Card.

1.2. ***No-Show***

1.2.1. You will accept the Card for charges you impose on Cardmembers who fail to show for lodging reservations they have made with you only if:

1.2.1.1. the Cardmember has guaranteed the reservation with his/her Card;

1.2.1.2. you have recorded the Card number, its expiry date and the Cardmember's Billing Address; and

1.2.1.3. you have a documented "No-Show" policy, which reflects common practice in your business and is in accordance with the prevailing law, which policy has been advised to the Cardmember at the time he/she makes the reservation.

1.2.2. If the Cardmember does not honour his or her reservation, you must include in the Charge Record an indicator that this is a "No-Show" Charge. Authorization is required.

1.2.3. Prepaid Cards may not be used to guarantee reservations.

1.3. ***Periodic Charges***

In the case of any Cardmember who incurs Charges at your Establishment over a period of time rather than at the end of the stay, you must obtain Authorization for each Charge before accepting each Charge. You must submit the Charge Record in accordance with this Agreement.

1.4. ***Emergency Check-in***

If a Cardmember whose Card is lost or stolen requests check-in, you must call our toll-free authorization number, ask for an "Authorizer", request Authorization for an "Emergency Check-In", and follow the Authorizer's instructions. You may then submit a Charge Record for the approved amount with the words "Emergency Check- in" under the Cardmember's signature or the appropriate electronic descriptor or Charge Data.

2. Rental Industries

Rental Industries include the following: vehicle, aircraft, bicycle, boat, equipment, motor home, motorcycle, trailer park and campgrounds rental.

2.1. ***Rental Reservation***

Upon providing the appropriate Card credentials, Cardmembers may have you hold a rental reservation for one (1) day's rental or the relevant incremental equivalent (such as hourly) of the rate agreed. You must:

1. inform the Cardmember of the rental rate;

2. provide the Cardmember with a reservation confirmation code; and

3. provide the Cardmember the cancellation policy including the cancellation deadline to avoid a no show charge as well as the no show charge amount.

2.2. ***Rental Cancellation***

If a Cardmember decides to cancel a No-Show Reservation Transaction in accordance with your agreed-upon cancellation policy, you must provide the Cardmember a cancellation number and maintain a record of such cancellation.

If the rental services are not cancelled in compliance with your cancellation policy, you may submit a No-Show Reservation Transaction equivalent to one (1) day's rental charge, or the relevant incremental equivalent (such as hourly) of the rate agreed. To charge a Cardmember's account, you must either:

- Print the words ‹No Show› on the signature line of the ROC, or
- Transmit to us the appropriate Additional Amount Type Code «No Show Charge».

Failure to do so may result in the Issuer initiating an ISO 4513 - Credit Not Presented Chargeback.

2.3. ***Alternative Rental Services***

If you cannot fulfill a rental reservation on the specified date and time, you must provide comparable accommodations, and/or services, when reasonably available, at no additional cost to the Cardmember in accordance with your rental agreement and/or local laws and regulations.

3. Motor Vehicle Parking

3.1. If a Cardmember agrees with you a specific number of days to leave a motor vehicle with you, you must submit the Charge within seven (7) days of the date of such agreement.

3.2. Where you provide a parking pass for a pre-determined number of days, you must submit the Charge within seven (7) days of the date of such provision.

3.3. Where the number of parking days is not known when the Cardmember leaves the motor vehicle with you, you shall not submit the Charge to us until the last day of parking.

3.4. We are entitled to Full Recourse for all Charges that we are unable to collect due to fraud.

4. Motor Vehicle Hire

4.1. When a Cardmember wishes to use the Card to hire a vehicle (not to exceed four (4) consecutive months), you must obtain Authorization for the full estimated amount of the Charge by multiplying the rate by the rental period reserved by the Cardmember plus any known incidentals. You must neither overestimate this amount nor include an amount for

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any possible damage to or theft of the vehicle. If you wish to accept the Card for property damage to a rental vehicle, you must sign an addendum to this Agreement governing responsibility for such damages.

4.2. If you fail to obtain such Authorization for the Estimated Charge Amount and submit the Charge, and the Cardmember fails to pay the Charge for any reason, we shall have Full Recourse for the full amount of the Charge.

4.3. Upon return of the vehicle:

4.3.1. if the final Charge is no greater than the Estimated Charge Amount plus 15% of such Estimated Charge Amount, no further Authorization shall be necessary; or

4.3.2. if the final Charge is greater than the Estimated Charge Amount by more than 15%, you shall obtain Authorization for any additional amount of the Charge that is greater than the Estimated Charge Amount. If you fail to obtain such Authorization for the additional amount, or your request for such Authorization is declined, and the Cardmember fails to pay the Charge for any reason, we will have Full Recourse for the amount of the Charge in excess of the Estimated Charge Amount.

4.4. If we notify you that an Establishment is not complying with these Authorization procedures, you must cure such non-compliance within thirty (30) days. If, after thirty (30) days from the date of such notice, you continue not to comply with these procedures, then we will have Full Recourse for the full amount of any Charges made at that Establishment during such continued non- compliance. For purposes of this provision, "non-compliance" occurs when more than 5% of either your total or any one Establishment's Authorizations do not comply with the preceding procedures.

4.5. You shall not accept Prepaid Cards to reserve or pick up a rented vehicle, but you may accept Prepaid Cards for payments upon the return of vehicles when the final Charge amount is known.

4.6. For the purposes of this Agreement, "**Partial Authorization**" means an optional capability that allows you to obtain an Authorization for less than the requested Charge amount. You must not submit a Charge for payment greater than the amount of the Partial Authorization. You are responsible for collecting the remaining amount of the Charge remaining from the Partial Authorization. You must give the Cardmember the option of proceeding with the Partial Authorization using the Card or cancelling the Charge and allowing the Cardmember to complete the transaction by other means. If the Cardmember chooses to complete the transaction by other means, you must reverse the Partial Authorization.

4.7. You must submit a single Authorization for the full amount of the Charge, or you may utilize Variable Authorizations if the final Charge amount is not known at the time of the initial Authorization.

5. Motor Vehicle Sales

5.1. We will accept Charges for the deposit payment or the entire purchase price of new and used motor vehicles only if:

5.1.1. the amount of the Charge does not exceed the total price of the motor vehicle after deduction of applicable discounts, rebates, cash down payments, and trade in values; and

5.1.2. you obtain Authorization for the entire amount of the Charge.

5.2. If the Cardmember denies making or authorizing the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardmember, we will have Full Recourse for such Charge.

6. Restaurants

For your restaurant Establishments:

6.1. if the final restaurant Charge is no greater than the amount for which you obtained Authorization plus 30% of that amount, no further Authorization is necessary; or

6.2. if the final restaurant Charge is greater than the amount for which you obtained Authorization by more than 30%, you must obtain Authorization for any additional amount of the Charge that is greater than that amount.

7. Detective/Protective Agencies; Night Clubs; Personal Services; Door to Door Sales; Quick Service Restaurants; Bail Bondsmen; Auction Sales; Taxation, Brokerage Fees and Financial Advisor Fees; Premium Rate Telephone Services

We will exercise Full Recourse immediately for all Disputed Charges without first sending you a dispute enquiry.

8. Charitable Donations

8.1. You represent and warrant that you are a non-profit organisation and are registered as a charity in the country where you are conducting business.

8.2. We will exercise Full Recourse immediately for all Disputed Charges without first sending you a dispute enquiry.

9. Telecommunications

9.1. If you conduct business in the telecommunications industry, notwithstanding anything to the contrary in this Agreement, we may exercise Full Recourse for Disputed Charges involving either a Disputed Charge in an amount equivalent to US$50 or less or alleged or actual fraud, no matter what the amount of the Disputed Charge. We may adjust your Discount Rate annually based on the number of Disputed Charges submitted to us during such period.

9.2. The list of Affiliates that you must provide to us under Section 1 of the Agreement must include any entity that uses your Marks or holds itself out to the public as a member of your group of companies in the geographic area where you operate any telecommunications services. Tele-communications means communications services, including personal communications services; mobile, paging, long distance, or local telephone services; internet access services; or satellite or cable television services.

10. Insurance

10.1. If any of your goods or services are sold or billed by Independent Agencies, then you must provide to us a list of such Independent Agencies and notify us of any subsequent changes in the list. We may use this list to conduct mailings that encourage such Independent Agencies to accept the Card. We may mention your name in such mailings, and you will provide us with a letter of endorsement or assistance as we may require.

10.2. You will use your best efforts to encourage Independent Agencies to accept the Card. We acknowledge that you have no control over such Independent Agencies

10.3. From time to time, and subject to Section 3 of the Agreement, we may establish marketing campaigns that promote Card acceptance specifically at your Establishments or, generally, at insurance companies. You acknowledge that a necessary purpose for which you submit Cardmember Information that is responsive to such marketing campaigns includes our use of that information to perform backend analyses to determine the success of such marketing campaigns. This Agreement does not authorize either party to enter into any marketing or cross selling arrangements for insurance products.

10.4. We undertake no responsibility on your behalf for the collection or timely remittance of premiums.

10.5. You will indemnify, defend, and hold harmless us and our Affiliates, successors, and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, to Cardmembers (or former Cardmembers) arising or alleged to have arisen from your termination or other action regarding their insurance coverage.

10.6. In this Section 10, references to you and your include Agencies that conduct business in the same industry as you. For the purposes of this Section 10, "**Agency**" means any entity or line of business that uses your Marks or holds itself out to the public as a member of your group of companies.

10.7. For the purposes of this Agreement, "**Independent Agency**" means an entity or line of business that sells your and other's goods or services for which it may receive either payment or commission from you or an Agency.

11. Online Master Merchants/Aggregators

11.1. If you provide payment services on behalf of third parties conducting business through Internet Orders ("**Sponsored Merchants**") but are the merchant of record for payment or customer service issues ("**Aggrega-**

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tor Services"), then you must: (i) make clear to Cardmembers at the time of sale and on Cardmembers' billing statements which entity is the seller (i.e., you or the Sponsored Merchant), (ii) ensure that your name and customer service contact information prominently appear whenever Cardmembers enter or submit Card payment information to you and on any transaction record or receipt issued to them from your website or payment engine; and (iii) hereby represent and warrant that you are in the business of providing Aggregator Services.

11.2. The prohibitions in the Agreement, as applicable, against acting on behalf of other parties will not apply to your Aggregator Services.

11.3. You will provide Aggregator Services only to third parties that meet our criteria and whom we do not otherwise prohibit (as we may notify you from time to time). You are responsible for all Charges, Credits, disputes, and other customer service issues related to transactions involving Sponsored Merchants. You must enforce, and cause Sponsored Merchants to abide by, Sections 3, 5, 8, 11, 12, 14 and Clauses 3.5, 5 and 6 of Special Industry-Specific Operating Procedures and other applicable provisions of the Agreement in respect of your Aggregator Services. You must provide us, promptly on request, with such information as we require about Sponsored Merchants.

11.4. You must clearly disclose to Sponsored Merchants any fees you charge for your Aggregator Services, making clear that such fees are neither required nor requested by us.

11.5. Notwithstanding anything contrary in the Agreement, if we disapprove any Sponsored Merchant, you must cease providing Aggregator Services to it within two (2) Business Days of notice and enforce against it the post-termination provisions of Section 16 of the Agreement. We may exercise Full Recourse for all Charges submitted in respect of Sponsored Merchants. You must comply with any additional requirements, policies, or procedures of which we notify you from time to time.

Interpretation

In construing this Agreement, unless the context requires otherwise:

1. the singular includes the plural and vice versa;
2. the term "or" is not exclusive;
3. the term "including" means "including, but not limited to";
4. the term "e.g." means "by way of example only, and without limitation";
5. the term "day" means calendar day;
6. any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time;
7. all captions, headings, and similar terms are for reference only; and
8. each of you and us is a "**party**" or collectively the "**parties**" to the Agreement.

Definitions

"Account": means your designated bank account in your country.

"Affiliate": means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

"American Express Card" or **"Card":** mean any card, account access device, or payment device bearing any of our or our Affiliates' Marks.

"Approval Code": means a unique code provided in response to an Authorization request, indicating that the Authorization request has been approved for the relevant Charge at the time it is given.

"Authorization": means an authorization in the form of an Approval Code number given by us or a third party designated and approved by us.

"Authorization Approval": means an approval issued by us or a third party designated and approved by us in response to an Authorization request, confirming that, at the time of request, the relevant Card account may be used for the proposed Charge. An Authorization Approval does not constitute acceptance of the Charge, confirmation that the person making the Charge is the Cardmember, or a guarantee that you will be paid.

"Authorization Validity Period": means the number of days that an approved Authorization is valid. The Authorization Validity Period begins with the date of the Authorization of the Charge.

"Business Day": means a day on which commercial banks are open for business in the United Arab Emirates.

"Cardmember": means the person whose name appears on the Card (or the carrier or holder of a Prepaid Card whose name may or may not be embossed or otherwise printed on the face of the Card).

"Cardmember Information": means any information about Cardmembers and Card Charges, including the names, addresses, account numbers, and CIDs.

"Card Present Charge": means a Charge for which the Card is presented to you at the point of purchase.

"Card Not Present Charge": means a Charge for which the Card is not presented to you at the point of purchase (e.g., Charges by mail, telephone, or the internet), is used at unattended Establishments (e.g., CATs).

"Charge": means a payment or purchase made on the Card.

"Chargeback": means the reversal of a Charge or our right to recover from you the amount of a Charge in accordance with this Agreement.

"Charge Data": means the information listed in Section 3.3..

"Charge Record": means a record of a Charge that complies with our requirements (see Section 3).

"Credit": means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

"Credit Record": means a record of a Credit that complies with our requirements (see Section 5.1).

"Data Privacy Notice": A separate document providing details on how we deal with Personal Data being Processed as part of this Agreement. The Data Privacy Notice is an integral part of this Agreement and can be altered at any time by us.

"Data Protection Legislation": means all applicable laws, regulations, certification mechanisms and codes of conduct applicable in any relevant jurisdiction to us as amended, replaced or superseded from time to time relating to privacy or the Processing of Personal Data including the guidance and codes of practice issued by a relevant regulator.

"Discount": means our fee for accepting Charges. Where the Discount is expressed as a percentage, we refer to the Discount Rate.

"Disputed Charge": means a Charge about which a claim, complaint, or question has been brought.

"Estimated Authorization": means when you seek approval for a Charge where the final Charge amount is not known at the time of the initial Authorization, allowing for future Incremental Authorizations.

"Estimated Charge Amount": means the anticipated amount of a Charge for which Authorization is requested before the final Charge amount is known.

"Estimated Charge Threshold": means the permitted percentage by which the final Charge amount may exceed the original Authorized amount without requiring a new Authorization request.

"Establishment": means each of your and your Affiliates' locations, shops, outlets, websites, online networks, and all other points of sale using any methods for selling goods and services, including methods that you adopt in the future (sometimes also referred to as a "merchant", "SE" or "Service Establishment" in our materials).

"Establishment Number": (sometimes called the "merchant number" or "SE number" in our materials) is the unique number we assign to each Establishment. If you have more than one (1) Establishment, we may assign to each a separate Establishment Number.

"Fraud Liability Shift": means a shift in financial liability for fraudulent Charges that occurs if certain requirements are met.

"Full Recourse": means our right to exercise Chargeback or otherwise recover the full amount of a Charge from you in the circumstances set out in this Agreement.

"Incremental Authorization": means when a merchant seeks approval for an incremental amount, increasing the total Authorized amount of a Charge. An Estimated Authorization must have been initially requested, approved, and be valid before an Incremental Authorization can be sent.

"Internet Electronic Delivery Transaction": occurs when goods or services are ordered online and electronically delivered online (e.g. images or software downloads).

"Internet Order": occurs when Card payment information is taken via the worldwide web, online (e.g. via a website payment page), email, intranet, extranet, EDI or other similar network in payment for goods or services.

"Local Currency": means the currency of the country in which a Charge or Credit is incurred.

AMERICAN EXPRESS

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"Marks": mean names, logos, domain names, service marks, trademarks, trade names, taglines, or other proprietary designations.

"Other Agreement": means any agreement other than this Agreement between (i) you or any of your Affiliates; and (ii) us or any of our Affiliates.

"Other Payment Products": excludes the Card and means any other charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services, or products.

"Personal Data": means any information in any form concerning an identified individual, or an individual who can, directly or indirectly, be identified by reference, in particular, to his or her personal identification number, or by reference to one or more factors specific to his or her physical, physiological, intellectual, cultural, economic, or social identity.

"Prepaid Card": means any Card marked "prepaid" or bearing such other identifier as we may notify you, which is issued by an American Express entity or other authorized issuer.

"Primary Account Number" or **"PAN":** means a series of digits used to identify a Cardmember's account.

"Processing": means any operation or set of operations which is performed upon Personal Data, whether or not by automated means. This includes but is not limited to, the collection, recording, organizing, classifying into groups, storing, adapting, altering, retrieving, using, disclosing by transmission, dissemination, transference or otherwise making available for others, or combining, blocking, erasing or destructing such data. References to "Process" or "Processed" shall be interpreted accordingly depending on the context.

"Processor": means a third party intermediary retained by you that we have approved for obtaining Authorizations from and submitting Charges and Credits to us.

"Section": means a section, subsection, paragraph, sub-paragraph of this Agreement.

"Split Shipment Transaction": means a Charge involving a single order for multiple goods or items where the goods or items are fulfilled and delivered in two (2) or more separate consignments. Each consignment may be packaged, shipped, tracked, and delivered separately, including on different dates and/or through different carriers. For the avoidance of doubt, a Split Shipment Transaction may result in more than one (1) Charge being submitted for the same order, provided that each Charge relates solely to the goods or items shipped in the applicable consignment.

"Token": means a surrogate value that replaces the PAN.

"Transmission": means when you send Charge Data digitally to us for processing.

"Variable Authorization": means an Authorization service that allows the Authorized amount to be increased or decreased before the relevant Charge is submitted, including through an Estimated Authorization, Incremental Authorization, or reversal of all or part of a prior Authorization.

"we", "our", or **"us":** means AMEX (Middle East) B.S.C. (c) - Emirates.

"you" or **"your":** means the entity accepting the Card under this Agreement and its Affiliates conducting business in the same industry.

If the above terms are acceptable kindly sign below in acknowledgment of the same.

Yours sincerely,

Graziela De Paula Martins
Country Head, UAE and
VP Merchant Business - MENA

Accepted and Agreed by:

Name of Authorized Signatory:

Signature:

Date: D D / M M / Y Y Y Y

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27th Floor, Media One Tower
Dubai Media City, P.O. Box 2390
Dubai, United Arab Emirates

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