

Terms and Conditions for  
American Express®  
Card Acceptance  
August 2024

## Contents

<b>1. The Purpose of, and Parties to, this Agreement</b>	<b>2</b>
<b>2. Definitions and Interpretation</b>	<b>3</b>
<b>3. Accepting the Card</b>	<b>6</b>
<b>4. Discount and Other Fees</b>	<b>8</b>
<b>5. Our Payment Responsibilities</b>	<b>8</b>
<b>6. Our Chargeback Rights</b>	<b>10</b>
<b>7. Protective Actions - Establishing a Reserve</b>	<b>10</b>
<b>8. Responsibility for our Losses and Limitation of Liability</b>	<b>12</b>
<b>9. Use of the other party's Marks/brand</b>	<b>12</b>
<b>10. Confidentiality</b>	<b>13</b>
<b>11. Making changes to and ending this Agreement</b>	<b>13</b>
<b>12. Dispute Resolution</b>	<b>14</b>
<b>13. Giving Notice</b>	<b>15</b>
<b>14. Your Representations and Warranties</b>	<b>16</b>
<b>15. Compliance with laws</b>	<b>17</b>
<b>16. Governing law; Jurisdiction</b>	<b>17</b>
<b>17. Transferring this Agreement</b>	<b>17</b>
<b>18. Waiver</b>	<b>17</b>
<b>19. Cumulative Rights</b>	<b>17</b>
<b>20. Unenforceable terms</b>	<b>17</b>
<b>21. Full agreement</b>	<b>17</b>
<b>22. Use of Data</b>	<b>17</b>
<b>23. Suspicious Activity</b>	<b>19</b>
<b>24. Excluding Third Party Rights</b>	<b>19</b>
<b>Schedule A: Policies and Procedures for Merchants</b>	<b>21</b>
<b>Schedule B: Operational Procedures</b>	<b>22</b>
<b>1. Charge Records and Credit Records</b>	<b>22</b>
<b>2. Authorisation</b>	<b>28</b>
<b>3. Submitting Charges and Credits Electronically</b>	<b>29</b>
<b>4. Payment Method</b>	<b>29</b>
<b>5. Disputed Charges</b>	<b>29</b>
<b>6. Data Security</b>	<b>31</b>
<b>7. Strong Customer Authentication</b>	<b>31</b>
<b>Schedule C: Special Terms and Conditions for Specific Industries</b>	<b>33</b>
<b>1. Lodging</b>	<b>33</b>
<b>2. Motor Vehicle Hire</b>	<b>33</b>
<b>3. Motor Vehicle Sales</b>	<b>35</b>
<b>4. High Risk Industries</b>	<b>35</b>
<b>5. Charitable Donations</b>	<b>35</b>
<b>6. Insurance</b>	<b>35</b>
<b>7. Payment Facilitators</b>	<b>35</b>
<b>Schedule D: Other Key Customer Actions</b>	<b>36</b>
<b>1. The Purpose of, and Parties to, this Agreement</b>	
<b>1.1 What is this Agreement for and who are the parties?</b>	
<b>a.</b> This document explains the legal terms which govern your acceptance of American Express Cards as payment for goods and services that you provide at your Establishments in the United Kingdom.	
<b>b.</b> This document, including the schedules, together with the policies and procedures for merchants referred to in <u>Schedule A</u> , forms a legally binding agreement between you and us ("Agreement").	
<b>c.</b> This Agreement is between:	
<ul style="list-style-type: none"> <li>American Express Payment Services Limited, a company registered in England and Wales (registered number 06301718) with its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("American Express"); and</li> <li>You, being the company, partnership, sole trader or other legal entity (including your Affiliates conducting business in the same industry) accepting Cards under this Agreement.</li> </ul>	

## 1.2 When does this Agreement begin?

- a. This Agreement begins as of the date:
- you first accept a Card after receiving this Agreement or you otherwise indicate your intention to be bound by this Agreement by submitting Charges to us under this Agreement; or
  - we approve your application to accept Cards, whichever occurs first, and will continue unless and until it ends.

**By submitting Charges to us under this Agreement, you will be taken to have agreed to the terms of this Agreement. If you do not accept the terms of this Agreement, you should not submit Charges to us under this Agreement, and must notify us immediately and return all American Express materials to us.**

## 1.3 Who does this Agreement cover?

- a. This Agreement covers only you and your Affiliates. You confirm that you are authorised to accept these terms on behalf of your Affiliates.

You must:

- provide us with a list of your Affiliates that accept the Card under this Agreement;
  - promptly tell us of any subsequent changes to that list;
  - ensure that all of your Affiliates comply with the terms of this Agreement; and
  - not obtain Authorisations, submit Charges or Credits, or receive payments on behalf of any party other than you or your Affiliates.
- b. You and your Affiliates are equally responsible, in full, for the obligations set out in this Agreement, whether fulfilled on a shared or individual basis.

## 1.4 Words with a particular meaning

- a. Certain words and phrases in this Agreement have a particular meaning. Those words and phrases start with a capital letter and their meanings are explained in [Section 2: Definitions and Interpretation](#).
- b. In this Agreement the words “we”, “us” and “our” mean American Express (which includes our successors, transferees and assignees) or Service Provider as applicable and the words “you” and “your” mean the person or entity accepting Cards under this Agreement and their or its Affiliates conducting business in the same industry.

## 1.5 Language of this Agreement

This Agreement and all communications between you and us relating to this Agreement will be in English.

## 2. Definitions and Interpretation

### 2.1 Definitions

Throughout the Agreement:

**Account** means your designated bank account in the United Kingdom.

**Advance Payment Charge** means a Charge for which full payment is made in advance of you providing the goods and/or rendering the services to the Cardmember.

**AESK 1.0** (*American Express SafeKey 1.0*) means a fraud prevention tool specifically designed to reduce fraudulent Internet Charges using 3-D Secure™ specifications to ensure industry consistent functionality.

**AESK 2.0** (*American Express SafeKey 2.0*) means a fraud prevention tool specifically designed to reduce fraudulent Digital Orders using 3-D Secure™ specifications to ensure industry consistent functionality.

**AESK Programme** (*American Express SafeKey Programme*) means either or both of AESK 1.0 and AESK 2.0.

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

**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.

**Aggregated Charge** means a Charge that combines multiple, small purchases or refunds (or both) incurred on a Card into a single, larger Charge before submitting the Charge to us for payment.

**American Express Card** and **Card** means any card, account access device, other virtual, electronic or physical payment instrument, or service issued or provided by American Express, any of its Affiliates or any of their authorised licensees and displaying any Mark(s) of American Express or any of its Affiliates. The use of the terms “charge” and “credit” in relation to Cards are interchangeable in this Agreement.

**Application Initiated Charge** means a Charge which is made via your application designed specifically for navigation on mobile or tablet devices.

**Authorisation** means an authorisation for a Charge in the form of an approval code number given by us or a third party designated and approved by us from time to time.

**Business Day** means a day on which commercial banks are open for business in London (excluding Saturdays, Sundays and public holidays).

**Cardmember** means the carrier or holder of a Card (whose name may or may not be embossed or otherwise printed on the face of the Card) provided that, where a name is embossed on a Card, the person whose name appears on the Card is the Cardmember.

**Cardmember Information** means any information about Cardmembers and Card transactions, including names, addresses, account numbers, and CIDs.

**Cardmember-Initiated Transaction (CIT)** means a transaction which involves direct participation of the Cardmember.

**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, over the internet or digitally (including a Digital Wallet Application-initiated Transaction but excluding Digital Wallet Contactless-Initiated Transactions)).

**CAT (Customer Activated Terminal)** means an unattended point-of-sale system (e.g., a “pay at pump” fuel dispenser or a vending machine).

**CDCCVM (Consumer Device Cardmember Verification Method)** means an American Express approved and recognised Cardmember verification method whereby the Cardmember’s credentials are verified on a Mobile Device.

**Charge** means a payment or purchase made using a Card.

**Chargeback** when used as a verb, means our right to:

- reimbursement from you for the amount of a Charge which we have paid to you; or
- reverse a Charge for which we have not paid you; or

when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

**Charge Data** means the information listed at [Schedule B, Section 1.1](#), as it applies to Charges.

**Charge Record** means a record of a Charge that complies with our requirements (see [Schedule B, Section 1.1](#)).

**Chip Card** means a Card that contains a chip on which data is stored (including Cardmember Information), which an enabled point-of-sale terminal can read in order to facilitate the processing of the Charge.

**CID** means a card identification number.

**Consumer-Presented Quick Response (CPQR) Transaction** means a transaction where a Cardmember uses the Card issuer application on a Mobile Device to generate a QR Code that is scanned at a point-of-sale device.

**Contactless Technology** means any technology which allows the transfer of Charge Data from a Chip Card or Mobile Device to a point-of-sale terminal on a contactless basis in respect of an In Person Charge.

**Controller** means any individual(s) who exercise(s) control over the management of the company (or other entity with a separate legal personality), e.g., a director (including a shadow director or de facto director) or equivalent.

**Covered Parties** means any or all of your employees, agents, representatives, subcontractors, Processors, providers of your point-of-sale equipment or systems or payment processing solutions, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement.

**Credentials-on-File** means any Cardmember account data, including, but not limited to, PAN or Token, that is stored by you. You may store Credentials-on-File to initiate Merchant-Initiated Transactions and Cardmembers may use their Credentials-on-File to initiate CITs.

**Credit** means the amount of the Charge that you refund to Cardmembers for purchases or payments made using a Card.

**Credit Record** means a record of a Credit that complies with our requirements (see [Schedule B, Section 1.1](#)).

**Debit Card** means any Card that accesses a demand deposit, current, savings, or similar account, excluding any Card bearing a third-party issuer’s name or Marks without the Marks of American Express and from the corresponding account of which transactions may be settled. A Debit Card is not a Prepaid Card.

**Delayed Delivery Charge** means a single purchase for which you must create and submit two separate Charge Records. The first Charge Record is for the deposit or down payment, and the second Charge Record is for the balance of the purchase price.

**Digital Delivery Transaction** occurs when goods or services are ordered online or digitally, and digitally delivered (e.g., images, apps or software downloads).

**Digital Order** occurs when Charge Data is taken via a website payment page, over the internet, e-mail, intranet, extranet or other digital network in payment for goods or services. This includes Internet Charges and Application Initiated Charges.

**Digital Wallet Application-Initiated Transaction** means a transaction initiated by a digital wallet utilising a browser or merchant application within the Mobile Device, and not via Contactless Technology.

**Digital Wallet Contactless-Initiated Transaction** means a transaction initiated by a digital wallet within a Mobile Device via Contactless Technology at a contactless-enabled terminal.

**Digital Wallet Payment** means a Digital Wallet Contactless-Initiated Transaction or a Digital Wallet Application-Initiated Transaction conducted via a digital wallet, operated by an American Express approved third party wallet provider that resides on a Mobile Device.

**Directive** means Directive 2015/2366/EU of the European Parliament and of the Council of 25 November 2015 on the regulation of payment services within the European Economic Area (which is implemented in the United Kingdom by the Payment Service Regulations 2017).

**Discount** means an amount that we charge for accepting the Card, the amount of which is: (1) a Discount Rate; (2) a flat per-transaction fee; (3) an annual fee; or (4) any combination of (1) to (3).

**Discount Rate** means a percentage of the face amount we charge for accepting the Card.

**Disputed Charge** means any Charge (or part of a Charge) about which a claim, complaint, or question has been brought.

**DSO Policy** means our Data Security Operating Policy, a copy of which is available at [www.americanexpress.com/datasecurity](http://www.americanexpress.com/datasecurity).

**Establishment** means each of your and your Affiliates' locations, shops, outlets, websites, digital networks, and all other points of sale using any methods for selling goods and services, including methods that you adopt in the future.

**Establishment Number** is the unique number we assign to each Establishment. If you have more than one Establishment, we may assign a separate Establishment Number to each such Establishment.

**Estimated Hire Charge** means the full estimated amount of the Charge by multiplying the rate by the hire period reserved by the Cardmember plus any known incidentals.

**Estimated Lodging Charge** means the full estimated amount of the Charge based upon the room rate and the number of days that the Cardmember expects to stay, plus taxes and other known ancillary amounts.

**Fraud Full Recourse Programme** means our programme which applies to fraud related Cardmember disputes.

**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.

**In Person Charge** means a Charge for which the physical Card or, in the case of Digital Wallet Contactless-Initiated Transactions, Mobile Device is presented at the point-of-sale, including Charges made at Customer Activated Terminals. Sometimes called a "Card Present Charge" in our materials.

**Internet Charge** means a charge which is made through your website via a web browser. This excludes Application Initiated Charges.

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

**Losses** mean all damages, fines, liabilities, losses, costs, and expenses (including legal fees and disbursements on a solicitor and client basis), costs of investigation, litigation/arbitration, settlement, judgment, interest and penalties (whether foreseeable or not).

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

**Merchant Acquirer** means any person that has entered into a Merchant Acquirer Agreement with you.

**Merchant Acquirer Agreement** means any arrangement between you and another Merchant Acquirer for the acceptance and/or processing of Other Payment Products.

**Merchant-Presented Quick Response (MPQR) Transaction** means a transaction based on a prior agreement between the Cardmember and you that is initiated by you without direct participation from the Cardmember, through your use of Credentials-on-File.

**Merchant-Initiated Transaction (MIT)** means a transaction based on a prior agreement between Cardmember and you that is initiated by you without direct participation from the Cardmember, through Merchant Acquirer use of Credentials-on File.

**Mobile Device** means an electronic device recognised by American Express that is enabled to initiate a Digital Wallet Payment. This includes, but is not limited to, mobile telephones, tablet computers and wearable devices.

**Non-Chip Card** means any Card that is not a Chip Card.

**Non-Excluded Liabilities** means liability for personal injury or death due to the negligence of you or us or our respective directors, officers or employees, for any fraud or fraudulent misrepresentation, or to the extent such limitation or exclusion is not permitted by any applicable law.

**Notice Address** means our contact address as set out in your application form or as otherwise notified to you by Service Provider.

**Other Agreement** means any agreement other than this Agreement between:

- you or any of your Affiliates; and
- us or any of our Affiliates.

**Other Payment Products** excludes Cards and means any other charge, credit, debit, deferred debit, stored value cards or other payment cards or account access devices, and any other payment instruments or services.

**PAN (Primary Account Number)** means a series of digits used to identify a customer relationship. The assigned number identifies both the Card issuer and Cardmember.

**Payment Facilitator** means an entity whose business model provides that it accepts the Card on behalf of third parties. Formerly referred to as "Payment Aggregator", "Payment Service Provider" or "PSP" in our materials.

**PIN** means Personal Identification Number.

**Prepaid Card** means any Card marked or denoted as “prepaid” or displaying such other identifier as we may notify you from time to time.

**Processor** means a third-party intermediary retained by you that we have approved for obtaining Authorisations from and submitting Charges and Credits to us.

**Quick Response (QR) Code** mean a two-dimensional static or dynamic machine-readable barcode containing data that can be extracted and used for a specific purpose, such as enabling a digital payment.

**Recurring Billing Charges** means recurring Charges that are made automatically for a series of separate purchases or payments.

**Reserve** has the meaning given to it in [Section 7](#).

**Rights-holder** means a natural or legal person having the legal standing and authority to assert a copyright, trademark or other intellectual property right.

**Service Provider** means a third party retained and appointed by American Express to provide payment services on its behalf to you.

**Signer** means the person signing this Agreement on your behalf.

**Specifications** means the set of requirements related to connectivity to the American Express network and electronic transaction processing, including Authorisation and submission of transactions provided to you by Service Provider.

**Strong Customer Authentication** means authentication based on the use of two or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element, with the elements falling into two or more of the following categories:

- something known only by the Cardmember;
- something held only by the Cardmember; and
- something inherent to the Cardmember.

**Token** means a surrogate value that replaces the PAN.

**Transmissions** means the submission of Charges and Credits electronically over communication links.

## 2.2 Interpretation

In interpreting this Agreement, unless the context requires otherwise:

- the singular includes the plural and vice versa;
- the term “or” is not exclusive;
- the term “including” means “including, but not limited to”;
- the term “e.g.” means “by way of example only, and without limitation”;
- the term “day” means calendar day;
- any reference to any agreement (including this Agreement), instrument (including any statute, regulation, directive or order), contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time;
- all captions, headings, and similar terms are for reference only; and
- each of you and us is a “party” to the Agreement.

## 3. Accepting the Card

### 3.1 Your responsibilities

- a. By choosing to enter into this Agreement, you agree to:
- (1) accept the Card as payment for goods and services sold at your Establishments in the United Kingdom;
  - (2) provide goods and services sold at your Establishments in the United Kingdom to the Cardmember in accordance with the terms that relate to you providing those goods and services and that apply between you and the Cardmember;
  - (3) comply with the policies and procedures set out in [Schedule A](#) and [Schedule B](#); and
  - (4) comply with the provisions of [Schedule C](#) if you or your Affiliates conduct business in any of the following industries:
    - lodging;
    - motor vehicle hire;
    - motor vehicle sales;
    - high risk industries;
    - charitable donations;
    - insurance; and
    - Payment Facilitators.

- b. During the term of this Agreement, you must:
- (1) indicate that you accept our Cards, whenever you communicate the payment methods that you accept to customers; and
  - (2) tell us immediately if a point-of-sale terminal no longer accepts or processes the Card efficiently.
- c. Please also see [Schedule D](#) which provides a summary of the key actions you must take under this Agreement.
- d. You must **not** at any time:
- (1) mischaracterise the Card or any of our services or programmes;
  - (2) engage in marketing, promotional or other activities that harm or have the potential to harm our business or brand;
  - (3) require Cardmembers to give up their rights to dispute a Charge as a condition to accepting the Card;
  - (4) require Cardmembers to provide personal information as a condition to accepting the Card; or
  - (5) present an additional bill or otherwise seek to collect payment from any Cardmember for the purchase made on the Card unless:
    - we have exercised our Chargeback rights for such Charge;
    - you have reimbursed us for any sums we have paid to you for such Charge; and
    - you otherwise have the right to pursue the Cardmember.
- e. You must **not** accept the Card for:
- (1) damages, losses, penalties, or fines of any kind;
  - (2) costs, fees over the normal price of your goods or services such as late fees, cleaning fees, etc. (plus applicable taxes) or Charges that Cardmembers have not specifically approved;
  - (3) overdue amounts, or amounts covering returned or stop-payment cheques;
  - (4) gambling services (including online gambling), gambling chips, gambling credits or lottery tickets;
  - (5) adult content sold via Digital Delivery Transactions;
  - (6) cash;
  - (7) sales made by third parties (such as, by way of example only, an entity that does not accept Cards submitting Charges through your merchant account) or sales made by your entities conducting business in industries other than yours;
  - (8) amounts that do not represent sales of goods or services at your Establishments made in good faith, e.g., purchases by your owners (or their family members) or employees contrived for cash flow purposes;
  - (9) illegal business transactions, or goods or services which are illegal to provide under laws applicable to us, you, or the Cardmember (e.g., illegal online/internet sales of prescription medications; sales of any goods that infringe the rights of a Rights-holder); or
  - (10) other items that we notify you of from time to time.

### 3.2 Submitting Charges and Credits to Us

#### a. What currency must be used for transactions, Charges and Credits?

All transactions must be conducted, and Charges and Credits must be submitted, in Local Currency unless otherwise agreed by us in writing.

#### b. When must you submit Charges to us?

**You must submit all Charges to us within seven (7) days of the date they are incurred.**

#### c. What if the full exact amount of a Charge is not specified when the Cardmember consents to the transaction?

- (1) You must not submit Charges where the full exact amount is not specified when the Cardmember consents to the transaction. If you do so, and the Card is issued in the European Economic Area or the United Kingdom, **we will have Chargeback rights:**
  - **for the full amount of the Charge** for a period of **one hundred and twenty (120) days** from the date that the Charge is submitted; and
  - **for any disputed portion of the Charge** (up to and including the full amount) after the **one hundred and twenty (120) day** period from the date that the Charge was submitted.
- (2) **We may exercise our Chargeback rights** if the Cardmember consents to an adjusted Charge amount (for example in circumstances where you provide a Credit or we have partial Chargeback rights). A Cardmember may provide consent in line with the procedures set out for an In Person Charge in [Sections 1.2 to 1.6 of Schedule B](#).

#### d. When must you submit Credits to us?

**Where you issue a refund to a Cardmember, you must create a Credit Record and submit Credits to us within seven (7) days of determining that a Credit is due. You must not issue a Credit without a corresponding Charge.**

**e. You must issue Credits to the Card account used to make the original purchase, unless:**

- (1) it was made with a Prepaid Card that is no longer available for the Cardmember use; or
- (2) 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.

**f. Can you give cash refunds?**

**No** – unless required by applicable law, you must not give cash refunds to Cardmembers for goods or services they purchase on the Card. You must disclose your refund policy to Cardmembers at the time of purchase and in compliance with applicable law.

**g. How are Credits paid?**

If you are on a net settlement payment plan as detailed in [Section 5.1](#), we will deduct the full amount of the Credit from our payment to you (or, if you have signed a direct debit mandate, debit your Account), but if we cannot do so, then you must pay us promptly after receiving a request from us to pay such Credit.

If you are on a gross settlement payment plan as detailed in [Section 5.1](#), we will invoice you monthly, in arrears, for the full amount of the Credit that you submit (or, if you have signed a direct debit mandate, debit your Account), but if we cannot do so, then you must pay us promptly after receiving a request from us to pay such Credit.

If you issue a Credit, we will not refund any Discount or any other fees or assessments previously applied on the corresponding Charge.

**h. What Establishment Number must you use to submit Charges and Credits?**

When submitting Charges or Credits, you must use the Establishment Number of the Establishment where the Charge or Credit originated.

**i. When will we treat Charges and Credits as accepted?**

If you submit a Charge or Credit before 21:00 Greenwich Mean Time (GMT) on a Business Day, we will treat them as accepted by us on that Business Day. Otherwise, they will be treated as accepted on the next Business Day.

**4. Discount and Other Fees****4.1 How will we inform you of your Discount?**

We will inform you of your Discount in writing. Where we refer to a Discount Rate without further explanation, we will apply that Discount Rate to the full amount of the Charge, including applicable taxes.

**4.2 Can we adjust your Discount?**

**Yes** – we may adjust your Discount, change any other amount we charge you under this Agreement, and charge additional fees from time to time, by giving you notice in accordance with [Section 11.1](#).

We may charge you different Discounts for Charges submitted by your Establishments that are in different industries. 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.

**4.3 Can we pass on other fees under this Agreement?**

**Yes** – including fees charged by your Processor, under our DSO Policy, or in respect of Credits and Chargebacks. All fees are set out in your application form (and may be amended from time to time in accordance with [Section 11.1](#)).

**5. Our Payment Responsibilities****5.1 When will you receive payment for Charges?**

**Your default payment plan is five (5) Business Days from when we receive all relevant Charge Data, although alternative payment plans are available. You are not entitled to receive payment for or on behalf of any third party.**

**5.2 How do we pay you for Charges?**

- a.** We will pay you in Local Currency. We may choose to offer you either net settlement or gross settlement for Charges. The settlement method is indicated on your application form and, except as set out below at [Section 5.2.c.](#), can only be varied upon the written agreement of the parties.
- b.** Where we offer you net settlement, you will receive payment according to your payment plan for the face amount of Charges submitted from your Establishments less:
  - any Discount;
  - any other fees or amounts you owe us or our Affiliates under any agreement or arrangement;
  - any amounts for which we have Chargeback rights; and
  - the full amount of any Credits you submit.



- c. Where we offer you gross settlement, you will receive payment according to your payment plan for the face amount of Charges submitted from your Establishments. We will invoice you monthly, in arrears, for:
- the Discount;
  - any amounts for which we have Chargeback rights;
  - any other amounts you owe us or our Affiliates under any agreement or arrangement; and
  - the full amount of Credits that you submit.

**Invoices will be payable by you within ten (10) days from the date of the invoice. We shall take payment from you automatically by direct debit ten (10) days from the date of the invoice. In the event that a direct debit is not successful, you shall immediately arrange payment to us and we may, in our sole discretion, apply net settlement to your future Charges.**

### 5.3 How often will we provide you with information about your Charges and Credits, and where can you find this?

We will make information about your Charges and Credits, including the Discount and any other fees or amounts paid, available to you at least monthly.

**You agree that we may provide you with information about the Discount, and any other fees or amounts you owe us or our Affiliates under any agreement or arrangement, on an aggregated basis.**

You can access this information through your online merchant account provided by Service Provider or through any other method provided by Service Provider.

### 5.4 What happens if there is an error or omission relating to payments for Charges, your Discount, Credits, other fees or other reconciliation data?

You must notify us via Service Provider, or by using one of the methods specified in [Section 13](#) within **ninety (90) days** of the date of receipt of such statement or reconciliation data. If you do not notify us within the **ninety (90) day** period, we will consider the relevant reconciliation data to be conclusively settled as complete and correct meaning that we have no further obligation to consider the error or omission.

Where there are queries in connection with Charges on Cards issued in the European Economic Area or the United Kingdom, we may consider a query raised up to **thirteen (13) months** after the date of your statement in respect of unauthorised or incorrectly executed transactions.

### 5.5 What happens if we realise that we have made payments to 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.

### 5.6 What must you do if you receive a payment in error?

If you receive any payment from us not owed to you under this Agreement, you must immediately notify us via Service Provider or by using one of the methods specified in [Section 13](#) and your Processor and promptly return such payment to us.

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 of the payment made in error.

### 5.7 What happens if your account is in debit?

If your account is in debit (that is to say, the balance of amounts that we owe to you against amounts that you owe to us under this Agreement reflects a debit balance), we may:

- require you to pay in full such debit balance, together with any applicable late payment interest, immediately upon you receiving notice from us of the amount of such debit balance;
- debit your Account (if you have signed a direct debit mandate);
- refer the debit balance to a third party (which may be a law firm) for collection and to charge you all associated costs; and/or
- consider this a material breach and terminate this Agreement immediately upon notice to you if we do not receive immediate full payment of the debit balance under the three bullet points above.

## 5.8 What is the maximum net compensation we will pay to the Card issuer for our Cards?

American Express does not have fees payable between Merchant acquirers and card issuers; however, if a transaction is regulated under Regulation (EU) 2015/751, the American Express network will not pay net compensation to the card issuer of more than 0.3% of the value of the transaction for credit and charge Cards or 0.2% of the value of the transaction for Debit Cards and Prepaid Cards.

## 6. Our Chargeback Rights

### 6.1 What is a Chargeback right?

**In certain circumstances we are allowed to receive reimbursement from you for the amount of a Charge which we have paid to you, or to reverse a Charge for which we have not yet paid you.**

### 6.2 When do we have Chargeback rights?

We have Chargeback rights in respect of:

- any Disputed Charge (as described in [Schedule B, Section 5](#));
- in case of actual or alleged fraud relating to any Charge;
- your failure to comply with this Agreement, whether or not we had notice that you were non-compliant when we paid you for the Charge and/or whether or not you received Authorisation for the Charge; or
- as otherwise provided for in the following sections of this Agreement:

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**Section 3.2** Submitting Charges and Credits to Us

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**Section 7.5** How does a Reserve affect this Agreement?

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**Schedule B** Charge Records and Credit Records; Authorisation; Disputed Charges; Strong Customer Authentication

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**Schedule C** Lodging; Motor Vehicle Hire; Motor Vehicle Sales; Charitable Donations

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### 6.3 How can we exercise our Chargeback rights?

By deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account, if you have signed a direct debit mandate), or we may notify you that you must pay us, which you must do promptly and fully or by reversing a Charge for which we have not paid you. **Our failure to demand or take payment does not waive our Chargeback rights.**

### 6.4 Will we refund your Discount or fees if we Chargeback?

No – in the event of a Chargeback, we will not refund your Discount or any other fees or assessments, or we will otherwise recoup such amounts from you.

## 7. Protective Actions - Establishing a Reserve

### 7.1 What is a Reserve?

**In certain circumstances we may determine that we have financial exposure. If we determine this, we may build a reserve to cover our financial exposure.** We can build a reserve by withholding, suspending, or offsetting amounts from payments we would otherwise make to you. We may also require you to provide us with additional security for your obligations under this Agreement or any Other Agreement. The events that allow us to build a reserve are listed in the table below.

### 7.2 What type of event might trigger a Reserve?

The following table sets out a list of **events** which may cause us to establish a Reserve:

<b>You previously ran a business but you have decided to cease operations</b>	You have ceased a substantial portion of or adversely altered your operations. <i>If this is the case, you must notify us immediately.</i>
<b>You decide to sell your business by selling its assets</b>	You sell all, or substantially all, of your assets. <i>If this is the case, you must notify us immediately.</i>

<b>You decide to sell part of your business by selling at least a 25% stake in your business</b>	Any party acquires 25% or more of the equity interests (i.e. shares) issued by you (other than parties owning 25% or more of such interests at the date of this Agreement), regardless of whether through the acquisition of new equity interests or previously outstanding interests, or otherwise (and whether in a singular transaction or a series of transactions). <i>If this is the case, you must notify us immediately.</i>
<b>An event occurs which has a significant negative impact on your business</b>	You have suffered a material adverse change in your business. <i>If this is the case, you must notify us immediately.</i>
<b>You can no longer pay your debts as they fall due</b>	You are becoming insolvent. <i>If this is the case, you must notify us immediately.</i>
<b>You receive disproportionate customer complaints</b>	We receive a disproportionate volume (whether in value or number) of Disputed Charges at any or all of your Establishments.
<b>We have concerns regarding a non-authorized Charge</b>	We reasonably believe that a Charge has not been authorised by the Cardmember.
<b>We have concerns regarding non-performance by you of your obligations</b>	We reasonably believe that you will not be able to perform your obligations under this Agreement, or any Other Agreement, or to Cardmembers.
<b>A protective action or remedy under a Merchant Acquirer Agreement</b>	Any protective action by a Merchant Acquirer, (or self-executing protective action such as a merchant creating an escrow account or building its own reserve) or remedy under a Merchant Acquirer Agreement, is used or occurs to mitigate any significant risk of loss under a material Merchant Acquirer Agreement. <i>If this is the case, you must notify us immediately without however disclosing commercially sensitive details as to the protective action or remedy.</i>
<b>You fail to provide information</b>	You fail to provide any information reasonably requested by us.
<b>Your bank is in financial difficulty</b>	The bank into which you receive settlement funds is in financial distress.
<b>You are in breach of this Agreement</b>	You breach the terms of this Agreement.

### 7.3 How will we use the Reserve?

We may deduct and withhold from, and recoup and offset against, the Reserve any amounts that you (or any of your Affiliates) owe to us (or any of our Affiliates) under this Agreement or any Other Agreement.

### 7.4 When will we establish a Reserve?

If we determine, in our reasonable judgment, that one of the events in the table above has occurred. Our ability to establish a Reserve will apply regardless of any contrary provision in this Agreement.

### 7.5 How does a Reserve affect this Agreement?

If an event leads us to believe that we need to create a Reserve, we may:

- establish a Reserve;
- require you to stop accepting Charges immediately upon us notifying you. If you continue to accept Charges after we notify you, we will not pay you for those Charges;
- 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 our Chargeback rights**, or charging you fees for Disputed Charges; and/or
- terminate this Agreement immediately upon us notifying you.

### 7.6 What rights do you have to the Reserve?

You have no rights to any amount held in Reserve until we are reasonably satisfied that all of your obligations have been fulfilled.

## 7.7 When can we increase the Reserve?

We may increase the amount of the Reserve at any time. However, the amount of the Reserve will not exceed an amount that we reasonably believe is sufficient to satisfy any financial exposure or risk to:

- us or our Affiliates under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers);
- us or our Affiliates under any Other Agreement; or
- Cardmembers.

## 7.8 What else do you need to do if we create a Reserve?

**If requested, you must promptly provide us with information about your finances and operations, including your most recent certified financial statements, if requested.**

## 8. Responsibility for our Losses and Limitation of Liability

### 8.1 Your responsibility for our Losses - indemnification

#### a. What does indemnification mean?

If any of the parties referred to in [Section 8.1.b.](#) below incur Losses because of something you (or any of your employees, staff, agents, sub-contractors or third parties acting on your behalf) do or fail to do (whether intentionally or negligently), or if you breach this Agreement or break any applicable law, you must pay the full amount of our Losses relating to or in connection with such an event. This includes full investigation, administration and legal costs.

#### b. Who are you required to indemnify under the Agreement?

Us, our Affiliates, successors, and assignees.

#### c. For what must you indemnify us? In what circumstances?

From and against any and all Losses which those persons listed in [Section 8.1.b.](#) do or will suffer or incur.

The circumstances where you may be required to indemnify us under [Section 8.1.a.](#) include but are not limited to:

- (1) if you fail to supply goods or services or you supply faulty goods or services to Cardmembers;
- (2) if you fail to comply with the terms of this Agreement;
- (3) if you break any applicable law; or
- (4) any fraud on your part or the part of one of your employees, staff, agents, sub-contractors or third parties acting on your behalf.

### 8.2 Limitation of Liability

#### a. When will the parties be liable for the other's Losses?

Other than for Non-Excluded Liabilities, neither party, nor its Affiliates, successors, or assigns will be liable to the other party for any Losses of any kind (whether based in contract, tort (including negligence), strict liability, statute, regulations, directives or orders) arising out of or in connection with this Agreement, even if advised of the potential nature of the same, in each case which are:

- (1) loss of profits, loss of opportunity, loss of anticipated savings, loss of revenue, or loss of business (other than contractual payments/discounts which are: (A) obliged to be made or given under this Agreement by one party to the other party or (B) made to or taken from a Cardmember, none of which are limited or excluded by this [Section 8.2](#));
- (2) incidental, indirect, consequential or otherwise; or
- (3) special, punitive, or exemplary damages.

Nothing in this [Section 8.2](#) limits or excludes your responsibility for our Losses, as set out in [Section 8.1](#). Nothing in this Agreement limits or excludes Non-Excluded Liabilities.

#### b. Who will be responsible for damages arising from delays or problems caused by telecommunications or a banking system?

Neither you nor we will be responsible to the other for such damages, except that our rights to create Reserves and **exercise our Chargeback rights** will not be impaired in such an event.

## 9. Use of the other party's Marks/brand

### 9.1 When can we use your Marks?

We, our Affiliates, and our agents may use your name, address of your Establishment(s) and your Marks (including your physical address, website address and/or URL if appropriate) in our published materials from time to time to demonstrate that an Establishment accepts the Card.

## 9.2 When can you use our Marks?

You may display any point of purchase branding provided to you by American Express. You may order such branding from [www.americanexpress.co.uk/merchant](http://www.americanexpress.co.uk/merchant).

## 9.3 Does this mean we hold rights in respect of your Marks? Do you hold any rights in respect of our Marks?

Neither party has any rights in the other party's Marks. Except as expressly permitted under this Agreement, a party must not use the other party's Marks without its prior written consent.

## 10. Confidentiality

Any Cardmember Information is confidential. You must not disclose Cardmember Information, nor use it other than to facilitate Card transactions or to comply with applicable law and regulations. You are responsible for ensuring that Cardmember Information remains secure in accordance with applicable law and our DSO Policy (see [Schedule B, Section 6](#)).

## 11. Making changes to and ending this Agreement

### 11.1 Making changes to this Agreement

#### a. Can we make changes under this Agreement?

**Yes** – including amending any or all of its terms, adding new terms, or deleting or modifying existing terms.

#### b. We may change this Agreement by either:

- posting revised terms and conditions online at [www.americanexpress.com/uk/mrps-tcs](http://www.americanexpress.com/uk/mrps-tcs) by 20 April or 20 October each year with such changes to be effective **two (2) months** after these dates. **We recommend that you check the above website for updates on or around 20 April and 20 October each year;** or
- at any other time by giving at least **two (2) months'** prior notice to you.

There may be exceptional circumstances where, due to a change in applicable law or regulation, it is not possible for us to give you notice of amendments within the notice periods set out above. Where this is the case, we will provide you with as much notice of the amendments as possible. **We do not have to comply with the notice period referred to above, for reasons of security of Digital Orders and/or Cardmember Information and/or to prevent fraud, and can immediately introduce necessary additional requirements for such purposes.**

#### c. How do you agree to changes to the Agreement?

We will treat you as having accepted the changes, unless you notify us in writing that you do not accept the changes and wish to terminate the Agreement in accordance with [Section 11.1.d](#) below.

#### d. What happens if you disagree with our changes?

You can end this Agreement with effect from any point in time, and at no cost, before the date on which the changes take effect by providing written notice to us.

### 11.2 Ending this Agreement

#### a. How can the parties end the Agreement?

**You can end this Agreement by giving us one (1) month's written notice. We can end this Agreement by giving you two (2) months' written notice.**

#### b. What happens if you stop submitting Charges?

- If you have not submitted a Charge for more than a year, we may suspend your access to our services. If we suspend your access to our services, you may request that we reactivate your access. Failure to do so may result in delay of payments to you by us in respect of any subsequent Charges.
- If you do not submit a charge over a twenty-four (24) month period, we may close your account. If you wish to continue accepting the Card after this period, please contact Service Provider or call us at our telephone service centre at **0800 032 7216**.

#### c. What if either party materially breaches this Agreement?

In certain circumstances, we will have the right to terminate the Agreement immediately. These include events occurring that give us a right to establish a Reserve (set out in [Section 7](#)) or cause you to breach your representations or warranties (set out in [Section 14](#)). **In other situations, where either party materially breaches its obligations and fails to remedy the breach within fourteen (14) days after receiving written notice from the other party specifying the breach and requiring such remedy, then the party not in breach may terminate this Agreement immediately upon notice to the other party.**

#### d. What happens when this Agreement ends?

- Without prejudice to any other rights or remedies which we may have, we may withhold any payments from you until we have fully recovered all amounts owing to us and our Affiliates by you and your Affiliates. If any amounts remain unpaid, you and your successors and permitted assigns will remain liable for such amounts and must pay us within **thirty (30) days** of request.
- You must remove all displays of our Marks, immediately return our materials and equipment, and submit to us any Charges and Credits incurred prior to termination.
- We may notify your point-of-sale terminal provider of termination.
- The terms of the following sections will continue to apply after this Agreement ends, together with any other term which by its nature is intended to continue to apply:

<b>Section 1</b>	The Purpose of, and Parties to, this Agreement
<b>Section 2</b>	Definitions and Interpretation
<b>Section 6</b>	Our Chargeback Rights
<b>Section 7</b>	Protective Actions - Establishing a Reserve
<b>Section 8</b>	Responsibility for our Losses and Limitation of Liability
<b>Section 9</b>	Use of the other parties' Marks/brand
<b>Section 10</b>	Confidentiality
<b>Section 11</b>	Making changes to and ending this Agreement
<b>Section 12</b>	Dispute Resolution
<b>Section 14</b>	Your Representations and Warranties
<b>Section 15</b>	Compliance with laws
<b>Section 16</b>	Governing law; Jurisdiction
<b>Section 17</b>	Transferring this Agreement
<b>Section 18</b>	Waiver
<b>Section 19</b>	Cumulative Rights
<b>Section 20</b>	Unenforceable terms
<b>Section 21</b>	The full agreement
<b>Section 22</b>	Use of Data
<b>Section 23</b>	Suspicious Activity
<b>Section 24</b>	Excluding Third Party Rights
<b>Section 1.9 of Schedule B</b>	Recurring billing charges
<b>Section 3.c. of Schedule B</b>	Retaining electronic Charge Records and Credit Records
<b>Section 5 of Schedule B</b>	Disputed Charges
<b>Section 6 of Schedule B</b>	Data Security

Our right of direct access to your Account will also survive until all credits and debits relating to transactions under this Agreement have been made.

#### 12. Dispute Resolution

**If you have any complaints or problems in connection with this Agreement which are related to rights or obligations under the Directive and corresponding national law, please contact us at our Notice Address.**

**If you are unable to resolve your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.**

### 13. Giving Notice

#### 13.1 Notifying Us

**a. How must you notify us?**

All notices by you to us under this Agreement must be in writing and sent by:

- first class mail, postage prepaid; or
- expedited mail courier service.

We will treat notices as received and effective if:

- sent by mail, **three (3) Business Days** after mailing; or
- sent by expedited courier service, upon receipt.

**b. Who should you send your notices to?**

You should send notices to us at our Notice Address.

**c. When do you need to notify us?**

<b>Section 1.2</b>	You do not accept the terms of this Agreement.
<b>Section 1.3</b>	You make a change to the list of Affiliates you provide to us.
<b>Section 5.4</b>	There is an error or omission regarding your Discount.
<b>Section 5.6</b>	You receive any payment from us not owed to you.
<b>Section 7</b>	<p>You cease a substantial portion of, or adversely alter, your operations;</p> <p>You sell all, or substantially all, of your assets or any party acquires 25% or more of the equity interests issued by you;</p> <p>You become insolvent; or</p> <p>You suffer a material adverse change in your business;</p> <p>Any protective action by a Merchant Acquirer, (or self-executing protective action) or remedy under a Merchant Acquirer Agreement, is used or occurs to mitigate any significant risk of loss under a material Merchant Acquirer Agreement. You must not disclose commercially sensitive details as to the protective action or remedy.</p>
<b>Section 11.1.c.</b>	You disagree with changes to the Agreement proposed by us.
<b>Section 11.2</b>	We materially breach the Agreement; you wish to end the Agreement.
<b>Section 13.2.b.</b>	You change your notice address.
<b>Section 22.11</b>	You believe that the information we hold is incorrect or incomplete.
<b>Section 1.8.a. of Schedule B</b>	You change your website address.
<b>Section 3.5 of Schedule B</b>	You change your Processor.
<b>Section 6 of Schedule C</b>	You make a change to the list of Independent Agencies you provide to us.

#### 13.2 Notices to You

**a. How will we notify you?**

All notices to you under this Agreement must be in writing and sent by:

- hand delivery;
- first class mail, postage prepaid;
- expedited mail courier service; or
- e-mail

In addition to the above we may also post such notices to you on your online merchant account (if provided by Service Provider).

We will consider notices sent to you as received and effective if:

- hand-delivered or sent by courier service, - upon receipt;
- sent by e-mail, - upon sending; or
- sent by mail, - **three (3) Business Days** after mailing.

**b. Who and where will we send our notice to?**

We will send notices to you at the mailing address or e-mail address you indicated on your application to accept the Card. **You must notify us immediately of any change in your notice address.** If you do not do so, and we are unable to deliver notice to you at the notice address we have on file for you, we will consider you to have received such notice even if returned to us.

**c. When will we notify you?**

<b>Section 3.1.e.</b>	There are new items for which you must not accept the Card.
<b>Section 4</b>	We apply any different Discounts to you.
<b>Section 6</b>	We are exercising our Chargeback rights.
<b>Section 7</b>	We are considering creating a Reserve and require you to stop accepting Charges.
<b>Section 7</b>	We create a Reserve, you are in debit and we require payment in full by you immediately.
<b>Section 11.1</b>	We amend this Agreement.
<b>Section 11.2</b>	We wish to terminate this Agreement.
<b>Section 14</b>	We terminate this Agreement without giving prior notice.
<b>Section 23</b>	We identify suspicious activity or fraud on your merchant account.
<b>Section 1.9 of Schedule B</b>	We require you to comply with any instructions before submitting Recurring Billing Charges.
<b>Section 3 of Schedule B</b>	We require you to provide additional, less or reformatted information on Transmissions.
<b>Section 7 of Schedule B</b>	We introduce or make changes in respect of the AESK Programme.

**14. Your Representations and Warranties**

**If any of your below representations or warranties in this Agreement become untrue, inaccurate, or incomplete at any time, we may terminate this Agreement immediately with or without notice to you. If we terminate this Agreement without giving you prior notice, we will notify you as soon as reasonably practicable after such termination.**

You represent and warrant to us that:
You are duly qualified and licensed to do business in all jurisdictions in which you conduct business;
You have full authority and all necessary assets and liquidity to perform your obligations and pay your debts under this Agreement as they become due;
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 under this Agreement;
You are authorised 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 Signer has authority to bind you and them to it;
Neither you (regardless of any name change), any entity operating your business or any owners or managers of your business have previously had a card acceptance agreement with us terminated for a breach of that agreement;
You are authorised, and have the power, to act on behalf of all your Affiliates who submit Charges and/or Credits under this Agreement, including in relation to acceptance by you of payment from us for Charges incurred with your Affiliates where you instruct such payment to be made to you;
Neither you, the Signer, your beneficial owners (where you are a company or other entity with a separate legal personality), Controllers nor any contacts nominated by you to administer your relationship with us are listed on any sanctions targets, politically exposed persons or special interest persons lists, or are subject to any sanctions regime;
You have not assigned to any third party any payments due to you under this Agreement;
You have provided all information that we have requested in connection with this Agreement and all such information is true, accurate, and complete; and
You have read this Agreement and kept a copy for your file and provided a copy to all your Affiliates who are permitted to submit Charges under this Agreement.



## 15. Compliance with laws

Each party will comply with all applicable laws and regulations.

## 16. Governing law; Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of England and Wales. Each party agrees that any dispute in relation to matters arising out of or in connection with this Agreement will be dealt with by the courts of England and Wales.

## 17. Transferring this Agreement

You may not assign, sub-contract or transfer this Agreement unless we have agreed this beforehand in writing.

We may assign or transfer this Agreement in whole or part to any of our Affiliates or third-party partners, which will become enforceable upon written notice to you. We may sub-contract this Agreement in whole or part, to anyone we choose in our discretion without notice to you.

## 18. Waiver

Where either party does not use any of its rights under this Agreement, delays enforcing any right, or does not use its rights on any particular occasion, this does not mean that such a party would lose the ability to exercise such rights on any other occasion.

No course of dealing by either party in exercising any of its rights will be a waiver of such rights.

A waiver of any term of this Agreement will only be effective if it is in writing and signed by the party against whom the waiver is sought to be enforced.

## 19. Cumulative Rights

Any rights and remedies of the parties are cumulative, not alternative. This means that the rights and remedies of the parties co-exist with any other legal rights and remedies available to them, and do not displace them.

## 20. Unenforceable terms

If any provision of this Agreement (or part of any provision) is found by any court or other authority of a competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will apply with the minimum modification necessary to make it legal, valid and enforceable, and the validity and enforceability of other provisions of this Agreement will not be affected.

## 21. Full agreement

This Agreement sets out the full agreement and understanding between you and us and replaces any previous agreements or understandings relating to the same subject matter. This means that we will not include any previous communications between you and us and it will not form part of this Agreement.

If this Agreement amends or replaces previous terms and conditions relating to the same subject matter the previous terms and conditions will continue to be in effect until the amendments or replacement terms and conditions come into effect (unless we have agreed with you or notified you otherwise in accordance with [Section 11.1](#)).

**You can ask us for a copy of this Agreement, or any part thereof, for free at any time during the term of the Agreement.**

## 22. Use of Data

### 22.1 Who does this section apply to?

Subject to [Section 22.2](#), this [Section 22](#) will apply to you if you are a sole trader, an unincorporated merchant or a partnership among individuals without separate legal personality. We are required to disclose the information in this [Section 22](#) to you.

### 22.2 What if you are a company or other separate legal entity?

If you are a company, or another entity with a separate legal personality, we may process the information about the Signer and the beneficial owner of the company, partnership or such other entity in accordance with this [Section 22](#).

**You represent and warrant** that you have informed the Signer and the beneficial owner of these terms and (to the extent required by applicable law) have obtained their consent to our processing of data as provided in this [Section 22](#).

**22.3 How do we collect and use personal information under this Agreement?**

We may disclose information about any of your Establishments and the Signer to companies within the American Express group of companies worldwide (which includes other organisations who issue the Card or operate the Card service under an agreement for the acceptance of the Card), and to our acquirers, suppliers, Processors and any person required, in order to:

- administer and service your contractual relationship with us;
- process and collect Charges at your Establishments;
- reconcile payments due by us to other companies (including to acquirers, suppliers, Processors and authorised persons); or
- manage any benefits or programmes in which you may be enrolled as a participant.

**22.4 Can we disclose information about you in connection with collection of debts and prevention of fraud?**

**Yes**, we can disclose information concerning all Establishments that accept the Card to agents or sub-contractors of American Express or to any other person for the collection of debts and prevention of fraud.

**22.5 Can we exchange information about you with credit reference agencies?**

**Yes**, we can exchange information about the Establishments and the Signer with credit reference agencies, which may be shared with other organisations in assessing applications of the Establishments and the Signer for other financial/credit facilities, or for preventing fraud or tracing debtors.

**22.6 In what other circumstances can we process and disclose your information?**

**You acknowledge and agree that:**

- information may be processed, as necessary, in order to comply with any applicable law, including anti-money laundering and anti-terrorism laws and regulations and any other regulation for the purpose of fighting crime and terrorism;
- this may require the disclosure of information to a United Kingdom or other governmental or regulatory authority outside of the United Kingdom or to any other person American Express reasonably believes it is necessary to disclose data to for these purposes; and
- we may also need to make and retain photocopies of passports, driving licenses or other identification that you provide for purposes relating to this Agreement. If you provide false or inaccurate information and fraud is identified, details may also be passed to law enforcement authorities that may use your data for their own purposes. In order to comply with applicable laws relating to fighting crime and terrorism, we may need to obtain and process information relating to the Signer, beneficial owners (where you are a company or other entity with a separate legal personality), Controllers and any contacts nominated by you to administer your relationship with us.

**22.7 Can we carry out further credit checks?**

**Yes:**

- we can carry out further credit checks whilst any money is owed by your Establishments to us (including contacting your Establishment's bank or building society) and disclose information about the Establishments and the Signer of the Agreement to collection agencies and lawyers for the purposes of collecting debts due to American Express or, in any event, in order to defend American Express in any disputes with your Establishments; and
- we can carry out further credit checks and analyse information about the Establishment and Charges to assist in managing the Establishment's relationship with us, authorising Charges and to prevent fraud.

**22.8 Can we use your information to make offers to you of similar products and services in which you may be interested?**

**Yes. Please note:**

- we can collect, use, process, transfer and store information about you, and information about how the Card is used at your Establishments, to develop lists for use within the American Express group of companies worldwide and other select companies so that we or these companies may develop or make offers to you of similar products and services in which you may be interested by mail or telephone unless and until you ask us not to, and (if you provide us with the relevant consent, where necessary) by e-mail or other digital medium; and
- the information used to develop these lists may be obtained from your application, surveys and research (which may involve contacting you by mail, e-mail or other digital medium or telephone), other external sources such as merchants or marketing organisations and/or by collecting publicly available information.

**If you wish to opt-out of receiving these offers or change your preferences, please update your marketing preferences by contacting us at our Notice Address, providing your Establishment's name, its trading name and American Express Establishment Number.**

## 22.9 Can we monitor and/or record your telephone calls to us or our calls to you?

**You acknowledge and agree that** we can do this, either directly or by reputable organisations selected by us, to ensure consistent servicing levels and operation and to assist, where appropriate, in dispute resolution.

You acknowledge and agree that we may undertake all of the above outlined at [Sections 22.3-22.9](#):

- in respect of any of your Establishment's locations; and
- for the American Express group of companies within and outside the United Kingdom and the EU (including countries such as the US in which data protection laws may differ from those within the EU). American Express has taken appropriate steps to ensure an adequate level of protection as required by laws in the EU.

## 22.10 What are your rights in relation to the information we hold about you?

**Upon your request**, we will inform you of what information we hold about you and provide it to you in accordance with applicable law. You have the right to access, update information which is found to be incorrect or incomplete, restrict, port, erase or object to the processing of your personal information in accordance with applicable law. If you want to exercise any of your rights, you can contact us at our Notice Address.

## 22.11 What must you do if you believe that the information we hold is incorrect or incomplete?

Promptly inform us in writing at our Notice Address. Any information which is found to be incorrect or incomplete will be corrected promptly.

## 22.12 For how long do we keep information about you?

Only for as long as is appropriate for the purposes set out in this [Section 22](#) or as required by applicable law.

## 22.13 On what grounds will we process your information?

We will process such information: (1) where the relevant individuals have consented to the specified purposes; (2) in order to comply with a legal or contractual obligation, (3) or because it is necessary for the purposes of our legitimate interests.

## 22.14 Where can you find additional information on how we process personal data?

Additional information in respect of the processing of personal data and rights arising in relation to such processing can be found in the Privacy Statement on our website ([www.americanexpress.co.uk/merchant](http://www.americanexpress.co.uk/merchant)).

## 22.15 Collection and Disclosure to Government Agencies

**Our ultimate parent company is headquartered in the United States (US)** and, we are therefore subject to the laws of that jurisdiction. **You agree to:** (1) provide to us all information (including personal data, if any) and/or (2) sign all necessary documents (including properly executed and valid US Internal Revenue Service forms, as applicable), that we require to allow us or our Affiliates to collect, use, and disclose information to comply, and maintain compliance, with all applicable laws of the US and any other jurisdictions that are applicable to them, including US tax laws. If, on request, you fail to provide to us with the required information and/or documents, or if we are otherwise required by the applicable government agency, then **you acknowledge that** we may withhold payments to you and/or remit such funds to such government agency in order to comply with all laws of the US and any other jurisdiction applicable to us and/or our Affiliates, including US tax laws.

## 23. Suspicious Activity

If we identify suspicious activity or fraud on, or security threats to, your merchant account, we will notify you by the method that we consider is most appropriate and secure in the circumstances.

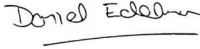
These methods include, but are not limited to, the methods set out at [Section 13.2](#), and us calling you.

## 24. Excluding Third Party Rights

Unless otherwise provided in this Agreement, no person who is not a party to this Agreement will have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except for any of our Affiliates.

Our Affiliates have the right to seek appropriate remedies and to enforce any rights or receive any benefits granted to them under this Agreement (including the rights, benefits or provisions of any indemnity, warranty, limitation and/or exclusion of liability in this Agreement). **This Agreement may be varied without the consent of any of our Affiliates.**

American Express Payment Services Limited



Daniel Edelman,  
Vice President & General Manager U.K.  
Global Merchant and Network Services

American Express Payment Services Limited. Registered Office: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom. Registered in England and Wales with Company Number 06301718.

American Express Payment Services Limited is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017, with reference number 484347 for the provision of payment services.

## Schedule A: Policies and Procedures for Merchants

- **Data Security Operating Policy located at [www.americanexpress.com/datasecurity](http://www.americanexpress.com/datasecurity)**
- **Data Security Requirements located at [www.americanexpress.com/uk/merchant/uk-data-security.html](http://www.americanexpress.com/uk/merchant/uk-data-security.html)**
- **American Express Merchant Specifications as provided to you by Service Provider.**

## Schedule B: Operational Procedures

When accepting the Card you must comply with the following procedures:

### 1. Charge Records and Credit Records

#### 1.1 Format

##### a. What information must a Charge Record and Credit Record contain?

For every Charge and for every Credit, you must create a Charge Record or Credit Record (as applicable) that can be reproduced electronically and which contains the following information:

- the full Card number or Token;
- the expiry date of the Card;
- the date the Charge or Credit (as applicable) was incurred;
- the amount of the Charge or Credit (as applicable), including applicable taxes, gratuities, and fees;
- for Charge Records only, the Authorisation approval code number;
- for Charge Records only, a description of the goods and services purchased;
- your Establishment's name, address and Establishment Number; and
- all other information as required from time to time by us or applicable law.

For copies of Charge Records or Credit Records delivered to Cardmembers you must truncate the Card number and you must not print the Card's expiry date nor the CID.

##### b. Can you create multiple Charge Records?

You may create multiple Charge Records for a single purchase placed on different Cards. However, you must not create multiple Charge Records for a single purchase to the same Card by dividing the purchase into more than one Charge, except: (1) in the case of a Delayed Delivery Charge; or (2) where we have authorised you to do so for Charges above a certain value.

#### 1.2 In Person Charges

##### a. What actions must be taken for all In Person Charges?

- the Card must be presented by the Cardmember;
- you must follow the Card acceptance steps outlined below in [Sections 1.3 to 1.6 of this Schedule B](#) (as applicable); and
- you must obtain an Authorisation.

##### b. You must not accept a Card:

That is visibly altered or mutilated, or presented by anyone other than the Cardmember.

##### c. If a transaction is declined:

You must notify the Cardmember immediately, except as provided in [Section 1.6](#) below.

#### 1.3 In Person Charges – Chip Cards

##### a. When presented with a Chip Card:

You must ensure the Card is inserted into the reader of the point-of-sale terminal (unless the Charge is processed through Contactless Technology, in which case you may follow the steps outlined in [Section 1.5](#) below). The terminal should ask the Cardmember to enter their PIN (a *chip and PIN transaction*). Your Establishments must ensure that the Cardmember enters their PIN into the keypad of the terminal when prompted.

##### b. If the Establishment is unable to complete a chip and PIN transaction due to a technical problem:

The terminal should show an error message and either decline the transaction or direct the Establishment to follow the procedure for non-Chip Card transactions as described in [Section 1.4](#) below.

##### c. If an Establishment keys a Charge into a terminal manually:

**We will have Chargeback rights** for fraudulent In Person Charges made with lost, stolen, counterfeit and non-received Chip Cards.

##### d. If your terminals do not accept Chip Cards:

You should upgrade your terminals to accept Chip Cards. If the terminal has not been upgraded to accept Chip Cards or we have not certified the terminal for chip and PIN, you will be liable for any Losses that we may suffer. **We will have Chargeback rights** for fraudulent In Person Charges made with lost, stolen, counterfeit, and non-received Chip Cards, if the upgrading and certification of your terminal would have prevented the fraud. 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.

## 1.4 In Person Charges – Non-Chip Cards

### a. For In Person Charges where the Card is a non-Chip Card, you must:

- swipe the Card through the point-of-sale terminal;
- match the Card number on the front and, if present, on the back of the Card, as well as the Card expiration date, to the same information on the Charge Record;
- ensure that the Card is being used within any valid dates shown on its face;
- ensure the name that prints on the Charge Record (if applicable) matches the name on the front of the Card (except for certain Cards that show no name on their face).

### b. If your point-of-sale terminal fails:

In addition to the actions set out at [Section 1.4.a.](#) above, you must seek a voice Authorisation as set out in [Section 2.8.](#) below.

### c. Is obtaining the Cardmember's signature required?

**No** - Obtaining a Cardmember's signature on In Person Charges is optional to complete a Charge Record, unless required by applicable law.

### d. What if the magnetic strip is unreadable?

The Charge may be keyed into the terminal manually and you must obtain an imprint of the Card to verify that the Card was present. We will not consider a pencil rubbing or photocopy of the Card to be a valid imprint. If you do not take a manual imprint where required and make it available to us on request, **we will have Chargeback rights for such Charge.** Where a Charge is keyed into the terminal manually, **we will have Chargeback rights** as set out in [Section 1.3](#) above.

## 1.5 In Person Charges – Contactless

### a. What process must you follow to read a Card via Contactless Technology?

- **where the Charge amount is £100 or less**, you may read the Card via Contactless Technology. When presented with a Chip Card or Mobile Device to be read via Contactless Technology, you must capture the Charge Data using the contactless reader and obtain Authorisation; or
- **if the Charge amount is over £100**, or if prompted by your terminal, you will need to follow the process set out in [Section 1.3](#) of this Schedule B.

### b. For Digital Wallet Contactless-Initiated Transactions:

A CDCVM is required if the Mobile Device and the point-of-sale terminal are capable of performing CDCVM. For these Charges, you must create a Charge Record as described in [Section 1.1](#) of this Schedule B above, including an indicator that the transaction is a Digital Wallet Contactless-Initiated Transaction. To ensure proper point-of-sale acceptance for Digital Wallet Contactless-Initiated Transactions, you must comply with the most current American Express contactless-enabled terminal requirements., available at: [www.americanexpress.co.uk/merchant/contactless-payments.html](http://www.americanexpress.co.uk/merchant/contactless-payments.html). We will not exercise a missing imprint, counterfeit or lost/stolen/non-received fraud Chargeback for Contactless or Digital Wallet Contactless-Initiated Transactions if the Establishment successfully verifies the Cardmember and meets all of the criteria and requirements set out in this [Section 1.5](#). This does not apply to Disputed Charges involving dispute reasons other than fraud (e.g., it does not apply to goods or services disputes).

### c. What is the process for Consumer-Presented Quick Response (CPQR) Transactions?

If you have the ability to process CPQR Transactions, you must:

- clearly inform the Cardmember that they can pay for the purchase by generating a QR Code;
- use a scanning device easily accessible to the Cardmember, but placed in such a manner that there is no possibility that the Cardmember's device is triggered due to proximity; and
- if the presented QR Code fails to be scanned, request:
  - (1) the QR Code be re-presented;
  - (2) an alternative payment method be used; or
  - (3) obtain an Authorisation.

### d. How do you process Merchant-Presented Quick Response (MPQR) Transactions?

If you have the ability to process MPQR Transactions, you must:

- have the Cardmember use their Mobile Device to scan the MPQR code;
- display the QR code, which can be dynamic or static, for scanning by the Cardmember;
- ensure the MPQR Transaction code is not altered or tampered with;

- receive a notification that the MPQR Transaction has been approved and check the MPQR Transaction amount is correct before providing the goods or services. If you do not receive the notification, you should contact the Service Provider to confirm the status of the MPQR Transaction;
- contact us see contact details above or decline the MPQR Transaction if you are suspicious of the Cardmember or receive notification from us to do so;
- retain records of MPQR Transactions. These can be in the form of a notification from us, an invoice, or other documentation of the MPQR Transaction; and
- obtain an Authorisation.

## 1.6 In Person Charges – Unattended Terminals

### a. For Charges for purchases at unattended terminals (e.g., CATs, payment kiosks, self-checkout, pay at pump, fuel dispensers), you must:

Subject to the requirements of [Section 1.2 of this Schedule B](#) above:

- include the full magnetic strip data stream or Chip Card in all Authorisation requests;
- ensure the Charge complies with the Specifications, including flagging all requests for Authorisation and all Charge submissions with a CAT indicator;
- follow any additional Authorisation procedures that we may provide to you if you accept the Card at an unattended terminal that is part of, or attached to, a fuel dispenser; and
- ensure that the unattended terminal notifies the Cardmember if the transaction is declined.

### b. If an unattended terminal is not configured for chip and PIN transactions:

You may still accept the Card, and the provisions of [Section 1.2 and 1.3 of this Schedule B](#) above shall not apply in relation to the entering of the PIN. However, if you do accept the Card, you will be liable for any Losses and **we will have Chargeback rights** for fraudulent Charges if the Charge was not a Chip and PIN transaction.

## 1.7 Card Not Present Charges

### a. For Card Not Present Charges, you must:

- create a Charge Record as described in [Section 1.1 of this Schedule B](#) above, including an indicator that the transaction is Card Not Present;
- obtain the Cardmember's name as it appears on the Card, the Card account number or Token and expiry date, the Cardmember's billing address, and the delivery address;
- obtain Authorisation;
- if the order is to be shipped or delivered more than **seven (7) days** after the original Authorisation, obtain a new Authorisation before shipping or delivering the order; and
- immediately notify the Cardmember if the transaction is declined.

If the goods are to be collected by the Cardmember, the Cardmember must present the Card upon collection and you should treat the transaction as an In Person Charge and comply with [Sections 1.2 to 1.5 of this Schedule B](#) above.

For Card Not Present Charges where goods are to be collected from a designated store, you must establish a process to ensure that the goods are collected by the Cardmember who placed the order, or by an authorised third party designated by the Cardmember at the time of placing the order.

### b. In what circumstances will we have Chargeback rights for Card Not Present Charges?

**We have Chargeback rights** for any Card Not Present Charge that the Cardmember denies making or authorising. This excludes transactions that qualify for the AESK Programme. We will not exercise our Chargeback rights for such Charges based solely upon a Cardmember claim that they 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 a person authorised to sign verifying the delivery of the goods to such address.

## 1.8 Card Not Present Charges – Digital

### a. For Charges for Digital Orders, you must:

Subject to the requirements of [Section 1.7 of this Schedule B](#) above:

- send Charge Data concerning any Digital Order via the internet, e-mail, intranet, extranet or other digital network only to the Cardmember who made the Digital Order, your Processor, or us, in accordance with [Section 6](#) below;
- submit all Charges for Digital Orders electronically;
- use any separate Establishment Numbers that we provide you for Digital Orders in all your requests for Authorisation and submissions of Charges for Digital Orders;
- notify us in writing at least **one (1) month** before any change in your website address; and
- ensure that your website or applicable digital medium notifies the Cardmember if the transaction is declined for Authorisation.



**b. In what circumstances will we have Chargeback rights for Digital Orders and Digital Delivery Transactions?**

We will not be liable for fraudulent Digital Orders and **we will have the right to Chargeback** for those Charges. Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is a Digital Delivery Transaction, **we will exercise our Chargeback rights** for the full amount of the Charge.

**c. For Digital Wallet Application-Initiated Transactions (e.g., ApplePay, Google Wallet):**

For these Charges to qualify as a Digital Wallet Application-Initiated Transaction, you must include an indicator that the transaction is a Digital Wallet Application-Initiated Transaction on the Authorisation and on the Charge Record.

We will not exercise a missing imprint fraud Chargeback for Digital Wallet Application-Initiated Transactions if the Establishment meets all of the criteria and requirements set out in this [Section 1.8 of this Schedule B](#). This does not apply to Disputed Charges involving dispute reasons other than fraud (e.g., it does not apply to goods or services disputes).

**1.9 Recurring Billing Charges (e.g., monthly gym membership Charges, recurring subscription Charges)**

**a. If you offer Cardmembers the option to make Recurring Billing Charges:**

Before submitting to us the *first* Recurring Billing Charge you must:

- clearly and conspicuously disclose all material terms of the offer including, if applicable, the fact that Recurring Billing Charges will continue until the option is cancelled by the Cardmember;
- disclose details of your cancellation/refund policy, and obtain the Cardmember's consent to bill their Card and the Recurring Billing Charges terms before submitting the first Recurring Billing Charge;
- obtain the Cardmember's consent to charge their Card for the same or different amounts at specified or different times;
- comply with any instructions that are reasonably notified to you by us;
- notify the Cardmember that they are able to discontinue Recurring Billing Charges at any time; and
- obtain the Cardmember's name as it appears on the Card, Card account number, expiry date, and billing address (Prepaid Cards should not be accepted for Recurring Billing Charges).

Before submitting *any* Recurring Billing Charge you must:

- obtain Authorisation; and
- create a Charge Record including indicators that the transaction is a Recurring Billing Charge.

You must adhere to the following requirements when processing Merchant-Initiated Transactions for Recurring Billing:

- obtain Cardmember consent to initiate an MIT, or a series of MITs, after storing a Cardmember's credentials. Cardmember consent for MITs and Credentials-on-File may be obtained simultaneously.
- submit MITs only after an initial CIT or an initial Authorisation accompanying a Cardmember's request to store credentials.
- submit MITs with the following data elements in the Authorisation request:
  - a. MIT indicator
  - b. Original Transaction Identifier (O-TID)
- adhere to the requirements in [Section 1.7 of this Schedule B](#) when processing MITs.

**b. When obtaining the Cardmember's consent:**

You must disclose that you may receive updated Card account information from the financial institution that issues the Cardmember's Card.

Before submitting any "Credentials-On-File" Charge you must:

- obtain Authorisation; and
- create a Charge Record with the words "Credentials-On-File" and the appropriate electronic descriptor.

**c. For how long must you retain evidence of the Cardmember's consent?**

For **two (2) years** from the date you submit the last Recurring Billing Charge.

**d. If your Recurring Billing Charge amounts vary:**

You must notify the Cardmember of the amount and date of each Recurring Billing Charge:

- at least **ten (10) days** before submitting each Charge; and
- whenever the amount of the Charge exceeds a maximum Recurring Billing Charge amount specified by the Cardmember.

**We may exercise our Chargeback rights** for any Charge of which you have notified the Cardmember and to which the Cardmember does not consent.

**e. What if the full exact amount of a Charge is not specified when the Cardmember consents to Recurring Billing Charges?**

You must not submit such Charges. If you do so, and the Card is issued in the European Economic Area or the United Kingdom, **we will have Chargeback rights:**

- **for the full amount of the Charge** for a period of **one hundred and twenty (120) days** from the date that the Charge is submitted; and
- **for any disputed portion of the Charge** (up to and including the full amount) after the one hundred and twenty (120) day period.

If the Cardmember consents to an adjusted Charge amount, **we may exercise our Chargeback rights accordingly.** Nothing in this paragraph shall prejudice our Chargeback rights generally in relation to Recurring Billing Charges.

**f. What effect does termination of this Agreement have on Recurring Billing Charges?**

If this Agreement is terminated for any reason then you must, at your own cost, give notice to all Cardmembers in respect of whom you have submitted Recurring Billing Charges of the date when you will no longer be accepting the Card. We may allow you to continue to accept the Card for up to **ninety (90) days** after any termination takes effect.

**g. What effect does the cancellation of a Card have on Recurring Billing Charges?**

- Where a Card is cancelled, that Cardmember's consent for Recurring Billing Charge is immediately cancelled. 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 we requested to do so by a Cardmember directly (or through us or the Card issuer). If a Card account is cancelled, or if a Cardmember directly (or through us or the Card issuer) withdraws their consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember (or former Cardmember).
- You will allow us to establish a hyperlink from our website to your website (including its home page, payment page or its automatic/recurring billing page) and list your customer service contact information.

**h. Which are the introductory offer requirements?**

If you offer Cardmembers an option to make Recurring Billing Charges that include an introductory offer, you must:

- clearly and conspicuously disclose all material terms of the introductory offer to the Cardmember, including a simple and expeditious cancellation process that allows the Cardmember to cancel before submitting the first Recurring Billing Charge;
- obtain the Cardmember's express consent to accept the terms and conditions of the introductory offer;
- send the Cardmember a confirmation notification in writing upon enrolment in the introductory offer; and
- send the Cardmember a reminder notification in writing before submitting the first Recurring Billing Charge, that allows the Cardmember a reasonable amount of time to cancel.

**1.10 Delayed Delivery Charges (e.g., a purchase divided into a deposit or down payment and a balance remainder)**

**a. For Delayed Delivery Charges, you must:**

- before you request an Authorisation, clearly disclose your intent and obtain written consent from the Cardmember to perform a Delayed Delivery Charge;
- obtain a separate Authorisation for each of the two Delayed Delivery Charges on their respective Charge dates;
- clearly indicate on each Charge Record that the Charge is either for the "deposit" or for the "balance" of the Delayed Delivery Charge;
- submit the Charge Record for the balance of the purchase (only after the goods have been shipped or provided or services performed);
- submit each Charge Record within our submission timeframes. The Charge will be deemed "incurred":
  - a. for the deposit: on the date the Cardmember agreed to pay the deposit for the purchase; and
  - b. for the balance: on the date the goods are shipped or provided or services are performed;
- submit and obtain Authorisation for each part of a Delayed Delivery Charge under the same Establishment Number; and
- treat deposits on the Card the same as you treat deposits on all Other Payment Products.

**1.11 Advance Payment Charges (e.g., custom orders, entertainment and ticketing, tuition and room and board, airline tickets, vehicle rentals, rail tickets, lodging and travel related services)**

**a. If you offer Cardmembers the option, or require them to make, Advance Payment Charges, you must:**

before you request an Authorisation, state your full cancellation and refund policies, clearly disclose your intent and obtain written consent from the Cardmember to bill the Card for an Advance Payment Charge. The Cardmember's consent must include:

- their agreement to all the terms of the sale (including price and any cancellation and refund policies);
- a detailed description and the expected delivery date of the goods and/or services to be provided (including, if applicable, expected arrival and departure dates);
- obtain Authorisation; and
- complete a Charge Record.

If the Advance Payment Charge is a Card Not Present Charge, you must also:

- a. ensure that the Charge Record contains the words "Advance Payment"; and
- b. within twenty four **(24) hours** of the Charge being incurred, provide the Cardmember with written confirmation of the Advance Payment Charge, the amount, the confirmation number (if applicable), a detailed description and expected delivery date of the goods and/or services to be provided (including expected arrival and departure dates, if applicable) and details of your cancellation/refund policy.

**b. If you cannot deliver goods and/or services (e.g., because custom-ordered merchandise cannot be fulfilled), and alternate arrangements cannot be made, you must:**

Immediately issue a Credit for the full amount of the Advance Payment Charge which relates to the goods or services which cannot be delivered or fulfilled.

**c. When will we exercise our Chargeback rights in respect of a disputed Advance Payment Charge?**

In addition to our other Chargeback rights, **we may exercise Chargeback** for any disputed Advance Payment Charge or a portion of any disputed Advance Payment Charge if we consider, at our sole discretion, that the dispute cannot be resolved in your favour based upon clear provisions in the terms of sale to which you obtained the written consent of the Cardmember.

**1.12 Aggregated Charges (e.g., individual transit fares and digital downloads transactions)**

**What criteria must you follow to process Aggregated Charges?**

If we classify you to be in an internet or transit industry, you may process Aggregated Charges provided that the following criteria are met:

- before you request an Authorisation, you must clearly disclose your intent and obtain written consent from the Cardmember that their purchases or refunds (or both) on the Card may be aggregated and combined with other purchases or refunds (or both);
- each individual purchase or refund (or both) that comprises the Aggregated Charge must be incurred under the same Establishment Number and on the same Card;
- you must obtain Authorisation of no more than £10 (or such other amount as notified to you);
- you must create a Charge Record for the full amount of the Aggregated Charge;
- the amount of the Aggregated Charge must not exceed £10 (or such other amount as notified to you) or the amount for which you obtained Authorisation if this is lower;
- you must submit each Charge Record within the timeframe set out at [Section 2.2 of this Agreement](#). A Charge will be deemed "incurred" on the date of the first purchase or refund (or both) that comprises the Aggregated Charge; and
- you must provide the Cardmember with an e-mail containing:
  - a. the date, amount, and description of each individual purchase or refund (or both) that comprises the Aggregated Charge, and
  - b. the date and the amount of the Aggregated Charge.

**1.13 Split Shipment (e.g., a single purchase of multiple goods, which are sent in separate shipments)**

**What criteria must you follow to process a split shipment transaction?**

A split shipment transaction occurs when a Cardmember makes a single purchase of multiple individually priced goods and the goods are delivered to the Cardmember in multiple shipments. Unit prices and items sold as a set must not be billed as separate Charges. You may obtain a single Authorisation and submit multiple Charge Records for the purpose of completing a split shipment transaction. The Authorisation will be valid for **up to seven (7) days** after the Authorisation date.

To accept the Card for split shipment transactions, you must:

- state your full cancellation and refund policies;
- advise the Cardmember of the Authorisation amount that will be requested;
- disclose and obtain the Cardmember's consent that the items from the purchase will be delivered separately and billed as separate Charges;
- provide the estimated delivery date(s); and
- submit a Charge Record only after each item has shipped.

## 1.14 No Show Charges (e.g., charged when a customer does not present themselves to avail of the goods or services)

### What criteria must you follow to process No Show Charges?

If we classify you to be in one of the following industries: (1) lodging; (2) trailer park/campground; or (3) vehicle, aircraft, bicycle, boat, equipment, motor home or motorcycle rentals, you may process No Show Charges provided that the following criteria are met:

- the amount of any No Show Charge must not exceed:
  - a. the cost of the stay in the case of a lodging reservation; or
  - b. the equivalent of **one (1) day's** rental in the case of other reservations;
- if the Cardmember made a reservation with you and did not show, you may process a No Show Charge if:
  - a. the Cardmember has guaranteed the reservation with their Card;
  - b. you have recorded the Card number, its expiry date and the Cardmember's billing address;
  - c. at the time of accepting the reservation you provided the Cardmember with the applicable daily rate and a reservation number;
  - d. you held the accommodation/vehicle for the Cardmember until the published check-out/return time the day following the first day of the reservation and you did not make the accommodation/vehicle available to any other customers; and
  - e. you have a documented "No Show" policy, which reflects common practice in your industry and is in accordance with the prevailing law, and the Cardmember was advised of the policy at the time they made the reservation and;
- you must obtain an Authorisation for any No Show Charges before submitting them. If the Cardmember does not honour their reservation, you must include in the Charge Record an indicator that the Charge is a "No Show Charge".

## 2. Authorisation

### 2.1 Is it necessary to obtain Authorisation for all Charges?

**Yes** – you must obtain Authorisation for all Charges.

### 2.2 What information must an Authorisation request include and what amount must it be for?

Each Authorisation request must include the full Card account number and be for the full amount of the Charge. The exception to this is where a Prepaid Card does not have sufficient funds available to cover the full amount. In this scenario, Authorisation 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. This Agreement applies if the other payment method is a Card.

### 2.3 If you obtain Authorisation for an estimated amount, you must:

Obtain the Cardmember's consent to the estimated amount before requesting the Authorisation and submit the corresponding Charge as soon as you become aware of the full amount to be charged.

### 2.4 If the full amount of the Charge exceeds the amount for which you obtained an Authorisation:

You must obtain a new Authorisation (for which you will require the Cardmember's consent).

### 2.5 Does Authorisation guarantee payment or prevent us from recovering via Chargeback?

**No** – Authorisation does not guarantee that you will be paid nor that the person making the Charge is the Cardmember. Furthermore, **Authorisation does not guarantee that we will accept the Charge without exercising our Chargeback rights.**

### 2.6 What happens if you take a long time to submit a Charge after receiving Authorisation?

- Authorisation approvals are valid for **seven (7) days** after the Authorisation date. If you submit a Charge to us more than **seven (7) days** from the original Authorisation date, you must obtain a new Authorisation. The new Approval must be included in the Charge Record. If either of the Authorisation requests is declined, you must not provide the goods or services or submit the Charge. If you do, you will be subject to a Chargeback.
- For Charges for goods or services that are shipped or provided more than **seven (7) days** after an order is placed, you must obtain Authorisation for the Charge at the time the order is placed, and again at the time you ship or provide the goods or services to the Cardmember.

### 2.7 In order to process In Person Charges electronically:

You must ensure all Authorisation requests comply with the Specifications.

If the Card data is unreadable and you have to key-enter the transaction to obtain an Authorisation, you must take a manual imprint of the Card to validate the presence of the Card.

## **2.8 If your point-of-sale terminal is unable to connect to our computer authorisation system for Authorisation, or you do not have such a terminal, or we ask you to do so (i.e. a referral):**

You must obtain Authorisation for all Charges. In the event of any issues in obtaining such Authorisation, please contact Service Provider.

## **2.9 If you or your Processor want to change the way you send data to us for the purposes of Authorisation:**

You must obtain our consent before making the changes.

## **3. Submitting Charges and Credits Electronically**

### **3.1 What are the requirements for submitting Charges and Credits electronically?**

Notwithstanding the following paragraphs in this [Section 3](#), if commercially reasonable and not prohibited by any Other Agreement, you will work with us to configure your Card authorisation, submission, and point-of-sale equipment or systems to communicate directly with our systems for Authorisations and submissions of Charge Data.

You must ensure all Transmissions comply with the Specifications. We do not have to accept any Transmissions or Charge Data that does not comply with the Specifications. If we notify you that we require you to provide additional, less, or reformatted information on Transmissions, you must provide such information within **thirty (30) days** of receiving such notice.

### **3.2 Even if you transmit Charge Data electronically:**

You must still complete and retain Charge Records and Credit Records.

### **3.3 For how long must you retain original Charge Records or Credit Records?**

You must retain the original Charge Record or Credit Record (as applicable) and all documents and data evidencing the transaction, including evidence of the Cardmember's consent to it, or reproducible records in respect of such documents, for **eighteen (18) 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.

If we request a copy of the Charge Record or Credit Record and other supporting documents and data, you must provide this to us within **fourteen (14) days**.

### **3.4 If, due to extraordinary circumstances (such as a power outage), you are required to submit Charges and Credits on paper:**

You must submit Charges and Credits (including Charge Data) in accordance with our instructions.

### **3.5 Can you retain a Processor and, if so, what are the requirements?**

If we give you our prior approval, you may retain and pay for a Processor. You, together with any of your other Covered Parties, must ensure your Processor cooperates with us to enable your Card acceptance. You are responsible and liable for:

- any problems or expenses caused by your Processor;
- 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 Authorisations and Charge Data to us or our Affiliates; and
- your Processor's compliance with the Specifications.

We may bill you for any fees charged by your Processor or deduct them from our payments to you.

You must ensure that your Processor has sufficient resources and security controls to comply with all standards, including technical standards, guidelines or rules including to prevent internet fraud and protect the personal data of the Cardmember, including data related to transactions, under all applicable laws and regulations.

You must notify us promptly if you change your Processor. You must provide us with all relevant information that we request about your Processor.

## **4. Payment Method**

- If you receive payment directly from us, we will send payments for Charges from your Establishments electronically by direct credit transfer to your Account.
- You must provide us with your bank's name, your bank account number and sort code number.

## **5. Disputed Charges**

### **5.1 Where there is a Disputed Charge, will we contact you before exercising our Chargeback rights?**

We may contact you before exercising our Chargeback rights or, if we have sufficient information to substantiate a Cardmember's claim and resolve the Disputed Charge in their favour, we may exercise our Chargeback rights before contacting you.

**5.2 How long do you have to provide us with information regarding a Disputed Charge?**

You will have no more than **twenty (20) days** after we contact you to provide to us a written response containing the information we request, including the full Card account number.

**5.3 What if you do not respond within the twenty (20) day period?**

If, by the end of the **twenty (20) day** period set out above, you have either not provided us with the information requested or not provided the Cardmember with a full refund, **we will have Chargeback rights (or our previous decision to exercise our Chargeback rights will remain in effect)** for the amount of the Disputed Charge.

We reserve the right to reduce the response period to **five (5) days** from the date on which we contacted you requesting a written response if a Disputed Charge relates to a Card issued in the European Economic Area or the United Kingdom and involves a claim that the Cardmember was not advised of the full exact amount of the Charge at the time the Cardmember consented to the transaction.

**5.4 What happens upon the resolution of a Disputed Charge?**

If we consider, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in favour of:

- **the Cardmember: we will have Chargeback rights for that Disputed Charge**, or our previous exercise of our Chargeback rights will remain in effect; or
- **you:** we will take no further action (if we have not previously exercised our Chargeback rights) or we will reverse our previous exercise of our Chargeback rights.

**5.5 For what reasons may we place you in a Fraud Full Recourse Programme?**

Reasons include, but are not limited to, situations where:

- you are in an industry we consider high risk as provided for in [Schedule C, Section 4](#);
- we receive a disproportionately high number of Disputed Charges relative to your prior history or industry standards;
- an Establishment’s fraud performance levels meet or exceed either the Low Tier or High Tier Programme Thresholds, as provided for in the table below. The current thresholds are set out in the table below and are subject to change at our discretion; or
- you engage or participate in fraudulent, deceptive or unfair business practices, illegal activities, or permit (or fail to take reasonable steps to prevent) prohibited uses of the Card.
- Low Tier or High Tier Programme Thresholds:

Programme Tier	Performance
Low Tier Programme Threshold	<ul style="list-style-type: none"> <li>• The monthly fraud to gross* Charges ratio at an Establishment equals or exceeds <b>0.9% and</b></li> <li>• An Establishment has a minimum fraud amount of <b>USD \$25,000</b> in a one (1) month period</li> </ul>
High Tier Programme Threshold	<ul style="list-style-type: none"> <li>• The monthly fraud to gross* Charges ratio at an Establishment equals or exceeds <b>1.8% and</b></li> <li>• An Establishment has a minimum fraud amount of <b>USD \$50,000</b> in a one (1) month period</li> </ul>

The list of conditions above is not exhaustive and does not reflect all circumstances under which we will act to protect our interests.

\* For the purposes of this table only, fraud to gross means the ratio of fraudulent transactions as compared to total Charge volume, provided that both volume amounts are in the same currency.

**5.6 When can we place you in a Fraud Full Recourse Programme?**

Upon signing this Agreement, or at any time during the term of this Agreement by notifying you.

**5.7 The Fraud Full Recourse Programme applies to:**

All fraud related Cardmember disputes, including disputed transactions in the **twelve (12) months** prior to the date from which the Fraud Full Recourse Programme applies to you.

**5.8 What is the effect on our Chargeback rights of you being placed in a Fraud Full Recourse Programme?**

**We may exercise our Chargeback rights** without contacting you where a Cardmember disputes a Charge for actual or alleged fraud, and **you will have no right to request a reversal of our decision to exercise our Chargeback rights.**

**5.9 How do the rules on Disputed Charges interact with the procedures under Fraud Full Recourse Programmes?**

[Sections 5.1 to 5.5, this Schedule B](#) do not affect procedures under our Fraud Full Recourse Programme and under which you do not receive inquiries or notices regarding certain types of Charges before our final exercise of our Chargeback rights.

## 6. Data Security

### 6.1 What standards for the protection of information apply to this Agreement?

You must comply with our DSO Policy, which is incorporated to this Agreement by reference, and under which you have additional obligations, including:

- providing documents to us to validate that you comply with the current version of the Payment Card Industry Data Security Standard (which is available at <https://www.americanexpress.com/uk/merchant/uk-data-security.html>); and
- liability for data incidents and costs, fees and losses, as set out in the DSO Policy, relating to each data incident.

### 6.2 What are your data sharing obligations?

You must not share any Cardmember Information obtained either from the Cardmember at the point-of-sale or during Authorisation or submission or otherwise with any third parties other than your Covered Parties, without the express consent of the Cardmember.

### 6.3 What information do you need to provide to the Cardmember when obtaining their consent?

At the point of obtaining consent, you must clearly inform the Cardmember:

- what data will be shared;
- with whom;
- for what purposes; and
- which entity is making the offer of goods or services, so that the Cardmember can clearly distinguish you from any other party involved in the sale and make an informed decision as to whether to proceed with the purchase or not.

The information that you collect to facilitate the Charge must be provided directly to you by the Cardmember or us, and not from a third party.

### 6.4 What are the consequences of not providing the information outlined at Section 6.3. of this Schedule B.?

We have the right to suspend Card acceptance privileges at your Establishment, or terminate this Agreement in accordance with [Section 11.2](#).

### 6.5 What fraud prevention tools are available to you?

Our Automated Address Verification (AAV), Address Verification Service (AVS), enhanced Authorisation and CID services (as well as any other similar fraud prevention tools that we may make available to you from time to time). These are methods to help you mitigate the risk of fraud, but do not guarantee that a Charge will not be subject to Chargeback. You must be certified for AAV, AVS and enhanced Authorisation in order to use these fraud prevention tools.

We may suspend, terminate, amend or prevent access to the fraud prevention tools or AESK Programmes at any time, with or without notice to you, and we will not be liable and will have no obligation to you in such event.

### 6.6 What action must you take to restrict the use of fraudulent websites?

You must ensure that your websites which allow Cardmembers to make Digital Orders are identified by extended validation certificates or by other similar authentication methods. You must employ appropriate controls to separate payment related processes from your online shop to enable the Cardmember to decide whether they are communicating with you or us.

## 7. Strong Customer Authentication

### 7.1 What action must you take to protect against unauthorised activity?

You must support solutions allowing us to perform Strong Customer Authentication of the Cardmember for Charges made by Digital Orders. If you do not allow us to perform Strong Customer Authentication, Charges made by Digital Orders may be declined.

### 7.2 In what circumstances should your Establishments participate in an AESK Programme?

If your Establishments accept Charges made by Digital Orders, they should participate in one of our AESK Programmes, which may provide greater security for those Charges through the use of an authentication method. If your Establishments accept Application Initiated Charges, then the AESK Programme that you use for Application Initiated Charges must be AESK 2.0.

### 7.3 To participate in an AESK Programme, your Establishments must:

- complete the required SafeKey technical certification integration with your SafeKey service provider;
- comply with the SafeKey Implementation Guide and the SafeKey Protocol Guide, as provided to you by Service Provider.

- provide complete and accurate SafeKey authentication data relating to all Charges made by Digital Orders, as set out in the relevant SafeKey Implementation Guide and the SafeKey Protocol Guide;
- comply with the SafeKey branding requirements detailed in the American Express SafeKey Logo Guidelines, as provided to you by Service Provider. and
- maintain a fraud to sales ratio within the parameters contained in the relevant SafeKey Implementation Guide.

#### 7.4 What if your Establishments do not meet the criteria listed at Section 7.3. of this Schedule B?

If you, at any time, do not meet the requirements listed in the section above, or if we receive a disproportionate number of Disputed Charges relative to your prior history or industry standards or high incidence of fraud then:

- we may, at our sole discretion, modify or terminate your Establishment's participation in the AESK Programme which could result in you being liable for fraudulent Charges; and
- you must work with us to reduce the number of Disputed Charges at your Establishment.

#### 7.5 What further criteria and requirements apply to AESK Programmes?

The AESK Programmes apply only to Card Not Present Charges made on eligible Cards (as described in the relevant SafeKey Implementation Guide), via Internet Charges (and, in the case of AESK 2.0, Application Initiated Transactions) through your Establishments, that meet the following criteria and requirements:

- **for Internet Charges**, the Charge must indicate that it was either:
  - a. fully SafeKey authenticated for which you will receive an electronic commerce indicator "5" (ECI 5); or
  - b. SafeKey authentication was attempted for which you will receive an electronic indicator "6" (ECI 6);
- **for Application Initiated Charges**, the Charge must indicate that it was fully SafeKey authenticated for which you will receive an ECI 5;
  - a. the appropriate SafeKey authentication data was provided in both the Authorisation request and the Charge submission; and
  - b. the Cardmember disputed the Charge as fraudulent.

#### 7.6 What is the impact of the use of SafeKey on the exercise of our Chargeback rights?

If both the Establishment and Charge comply with the requirements set out at [Section 7.5. of this Schedule B](#), we will not exercise our Chargeback rights for Card Not Present Chargebacks where the underlying Charge was SafeKey authenticated and/or attempted, and you received an ECI 5 or an ECI 6. We may disapply the terms of this [Section 7](#) for any reason, in our sole discretion, with or without notice to you, meaning that **we may exercise our Chargeback rights**, even if SafeKey was used.

To qualify for the SafeKey Fraud Liability Shift, you must not exceed a fraud ratio of 0.9% and fraud Charges of USD \$25,000, or Local Currency equivalent, calculated monthly, based on all Charges as determined by American Express. If at any time you exceed the Fraud to Sales Ratio you must work with us to reduce the number of Disputed Charges at your Establishment.

#### 7.7 Do the AESK Programmes apply to Disputed Charges involving dispute reasons other than fraud?

**No** (e.g., it does not apply to goods or services disputes).



## Schedule C: Special Terms and Conditions for Specific Industries

If you or your Affiliates conduct business in any of the following industries: (1) lodging; (2) motor vehicle hire; (3) motor vehicle sales; (4) high risk industries; (5) charitable donations; (6) insurance; and (7) Payment Facilitators, you must comply with the following provisions (as applicable):

### 1. Lodging

#### 1.1 If a Cardmember wishes to use the Card to pay for a lodging stay, what Authorisation must you obtain?

Upon check-in, you must obtain Authorisation for the Estimated Lodging Charge. You must not accept Prepaid Cards at check-in for Authorisation, guarantee or pre-payment purposes. You must not overestimate the Estimated Lodging Charge.

#### 1.2 For how long is an Authorisation for an Estimated Lodging Charge valid?

The duration of the lodging stay.

#### 1.3 What are the consequences if you fail to obtain Authorisation for an Estimated Lodging Charge?

If you fail to obtain Authorisation for an Estimated Lodging Charge, and submit the Charge, and the Cardmember fails to pay the Charge for any reason, **we will have Chargeback rights** for the full amount of the Charge.

#### 1.4 When will further Authorisation be necessary?

Upon check-out, if the final Charge is:

- no greater than the Estimated Lodging Charge plus 15% of the Estimated Lodging Charge, no further Authorisation is necessary; or
- greater than the Estimated Lodging Charge by more than 15%, you must obtain Authorisation for any additional amount of the Charge that is greater than the Estimated Lodging Charge.

#### 1.5 Do you need to obtain the Cardmember's consent for the full exact amount of the Charge?

**Yes** – notwithstanding the Authorisation procedures set out in this [Section 1](#), you must obtain the Cardmember's consent for the full exact amount of the Charge. You may only submit any additional amount if you treat it as a separate Charge and obtain the Cardmember's consent to the full exact amount of the Charge.

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

#### 1.6 What are the consequences if you fail to request Authorisation for any additional amount of the Charge that is greater than the Estimated Lodging Charge?

If you fail to request such Authorisation, or your request for such Authorisation is declined, and the Cardmember fails to pay the Charge for any reason, **we will have Chargeback rights** for the amount of the Charge in excess of the Estimated Lodging Charge.

#### 1.7 If a Cardmember incurs Charges at one or more of your Establishments over a period of time, rather than at the end of the stay:

You must obtain Authorisation for each Charge before accepting each Charge. You must submit the Charge Record in accordance with this Agreement.

#### 1.8 When to process an Emergency Check-In?

If a Cardmember whose Card is lost or stolen requests check-in, you must call the Authorisation telephone number, (by calling our telephone service centre at **0800 032 7216** if you are in the United Kingdom, or at **+44 1273 675 533** if you are outside the United Kingdom) ask for an American Express representative, request Authorisation for an "Emergency Check-In", and follow the representative's instructions.

### 2. Motor Vehicle Hire

#### 2.1 If a Cardmember wishes to use the Card to hire a vehicle, what Authorisation must you obtain?

You must obtain Authorisation for the Estimated Hire Charge. You must not overestimate the Estimated Hire Charge nor include an amount for any possible damage to or theft of the vehicle.

#### 2.2 For how long can a Cardmember use the Card to hire a vehicle?

For no more than **four (4) consecutive months**. An Authorisation for an Estimated Vehicle Rental Charge is valid for the duration of the hire agreement.

### 2.3 Your hire agreement with the Cardmember must include:

- the full exact cost of the vehicle hire;
- the exact cost of any additional goods or services made available to the Cardmember (e.g., snow chains);
- the exact amount of any other cost that the Cardmember may be liable for and that is within the Cardmember's control to avoid (e.g., a "no show" fee or a charge for failing to return the vehicle with a full fuel tank); and
- the Cardmember's consent to include these costs in the Charge submitted for the vehicle hire.

### 2.4 What are the consequences if you fail to obtain estimated Authorisation for an Estimated Hire Charge?

If you fail to obtain such Authorisation for the Estimated Hire Charge and submit the Charge, and the Cardmember fails to pay the Charge for any reason, **we shall have Chargeback rights** for the full amount of the Charge.

### 2.5 If, upon return of a rental vehicle, the vehicle has been damaged and the Cardmember has not purchased the car rental collision or loss insurance:

You may submit a Charge, which must be submitted separately from any Charge submitted for the cost of the vehicle rental, for an estimate of the capital damages amount, provided that:

- you have provided in writing, to the Cardmember, an itemised list and description of the specific damage which has occurred;
- you have written, signed, and dated acknowledgment from the Cardmember that they are responsible for the capital damage, including a specific estimate of the capital damages amount and a statement from the Cardmember that they want to pay the specified capital damages with the Card;
- you have a separate and additional Authorisation for the estimated capital damages amount;
- the original Charge for the rental was made on the Card of the Cardmember referred to in the first bullet point above;
- the Charge submitted for capital damages is not greater than the estimated capital damages plus 15% or, in the case of a total loss, the replacement cost of the vehicle; and
- you must comply with requests from the Cardmember or the Cardmember's insurance adjuster to supply documentation related to the capital damages incident.

### 2.6 When will further Authorisation be necessary?

Upon return of the vehicle, if the final Charge is **no greater than** the Estimated Hire Charge plus 15% of such Estimated Hire Charge, no further Authorisation is necessary.

### 2.7 What are the consequences if you fail to request Authorisation for the additional amount of the Charge that is greater than the Estimated Hire Charge?

If you fail to obtain such Authorisation, or your request for such Authorisation is declined, and the Cardmember fails to pay the Charge for any reason, **we will have Chargeback rights** for the amount of the Charge in excess of the Estimated Hire Charge.

### 2.8 Do you need to obtain the Cardmember's consent for the full exact amount of the Charge?

Yes – notwithstanding the Authorisation procedures set out in this [Section 2](#), you must obtain the Cardmember's consent to the full exact amount of the Charge. Any additional amount may only be submitted if you treat it as a separate Charge and obtain the Cardmember's consent to the full exact amount of the Charge.

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

### 2.9 Can I include Losses in the Authorisation request?

**No** - you must never include the following in an Authorisation request or in a Charge submission:

- Losses due to theft of the vehicle, or
  - Loss of revenue incurred by you due to loss of use of the rental vehicle in question.
- In addition to the other Chargeback rights contained in this Agreement, we will exercise Chargeback rights if any Charge for capital damages is not submitted in accordance with all the procedures contained in this Agreement.

You must not include an amount in any Charge for any damages, penalties, fines, charges, costs, or fees in addition to the estimated authorisation whether or not such amounts are set out in the rental agreement unless such itemised amounts are expressly permitted to be charged under this Agreement and expressly requested by the Cardmember to be charged to the Card. If you include such amounts in any Charge without the Cardmember's express request, we will have Chargeback rights for the amount of the Charge in excess of the estimated Authorisation.

### 3. Motor Vehicle Sales

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

- the amount of the Charge is not greater than the total price of the motor vehicle after applicable discounts, rebates, cash down payments and trade-in values are deducted; and
- you obtain Authorisation for the entire amount of the Charge.

#### 3.2 What if the Cardmember denies making or authorising the Charge?

If the Cardmember denies making or authorising the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardmember, **we will have Chargeback rights for such Charge.**

### 4. High Risk Industries

We consider certain industry categories and transaction types to be high fraud risk, in relation to which we may place you in a Fraud Full Recourse Programme (see [Schedule B, Section 5](#)) for any Charge that we are unable to collect due to fraud. The transaction types that we consider high risk are those at automated fuel dispensers and Digital Delivery Transactions. We may add transaction types and specific merchant categories to this list from time to time.

### 5. Charitable Donations

#### 5.1 You represent and warrant that you are a non-profit organisation and are registered as a charity in the United Kingdom.

#### 5.2 You may accept the Card only for charitable donations that are either 100% tax-deductible to the Cardmember, or for payment of goods or services where at least 75% of the Charge is tax-deductible to the Cardmember.

#### 5.3 We will exercise our Chargeback rights immediately for all Disputed Charges without notice.

### 6. Insurance

*In this [Section 6](#), you and your includes Agencies that conduct business in the same industry as you.*

#### 6.1 If any of your goods or services are sold or billed by Independent Agencies:

You must provide a list of such Independent Agencies to us and tell us of any subsequent changes. We may use this list to mail Independent Agencies to encourage them to accept the Card. We may mention your name in doing so and, if we require, you must provide us with a letter of endorsement or assistance.

You may recommend that Independent Agencies accept the Card. We acknowledge that you have no control over such Independent Agencies.

#### 6.2 From time to time we may establish marketing campaigns that promote Card acceptance specifically at your Establishments or generally at insurance companies. How may we use Cardmember Information that responds to our campaigns?

**You acknowledge that** a necessary purpose for which you submit that Cardmember Information is for us to use that information to perform back-end analyses to understand the success of such campaigns. This Agreement does not authorise either party to enter into any marketing or cross-selling arrangements for insurance products.

#### 6.3 Are we responsible for premiums?

**No** – we have no responsibility on your behalf for the collection or timely remittance of premiums.

#### 6.4 What liability do you have arising from your customer's insurance coverage?

You will indemnify, defend, and hold harmless us and our Affiliates, successors, and assigns from and against all Losses to Cardmembers (or former Cardmembers) which we or our Affiliates, successors or assigns suffer or incur and which arise or are alleged to have arisen from your termination or other action regarding their insurance coverage.

### 7. Payment Facilitators

#### If your business model requires you to accept the Card on behalf of third parties:

For the purposes of this Agreement you are a Payment Facilitator and you must not accept the Card under this Agreement. You must contact us if you wish to act as a Payment Facilitator for transactions made with Cards.

## Schedule D: Other Key Customer Actions

In addition to the notifications you are required to make to us under [Section 13.1](#), other key actions which you are required to take under the Agreement include, but are not limited to:

Description of Customer Action	Provision
You must provide us with a list of your Affiliates that accept the Card under this Agreement and ensure that all of your Affiliates comply with the terms of this Agreement.	Section 3
You must inform us immediately should the terminal no longer accept or process the Card efficiently.	Section 3.1.b.
You must provide us with information about your finances promptly, upon request. This includes information about your finances and operations, including your most recent certified financial statements.	Section 7.8
On termination of this Agreement, you must remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.	Section 11.2.d.
You must create an electronically reproducible Charge Record for every Charge.	Section 1.1.a.of Schedule B
You must notify Cardmembers if their transaction is declined: <i>For In Person Charges:</i> You must notify the Cardmember immediately after a transaction is declined. <i>For Unattended Terminals:</i> The unattended terminal must notify the Cardmember. <i>For Card Not Present Charges:</i> You must notify the Cardmember immediately after a transaction is declined.	Sections 1.2.a, 1.6.a. and 1.7.a. of Schedule B
You must obtain Authorisation for all Charges.	Section 2.1. of Schedule B
You must respond to an information request made by us regarding a Disputed Charge with a written response no more than <b>twenty (20) days</b> after we contact you.	Section 5.2. of Schedule B
You must provide us with a list of Independent Agencies whenever you use or subsequently amend the Independent Agencies which sell or bill any of your goods or services.	Section 6.1. of Schedule C
You must use your best efforts to encourage Independent Agencies to accept the Card.	Section 6.1. of Schedule C

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