

### **ADDITIONAL TERMS FOR AMERICAN EXPRESS CARD ACCEPTANCE**

In the event that the Applicant selects American Express credit cards as a payment method, the Applicant agrees to be bound by the terms and conditions set out below:

1. The Applicant hereby authorizes the Company to submit transactions to, and receive settlement from, American Express on behalf of the Applicant.
2. The Applicant undertakes to use the appropriate merchant category code in the authorization request and presentment message.
3. The Applicant hereby acknowledges and consents that: (i) the Company can disclose transaction data, merchant data, personal information and other information about the Applicant to American Express and its affiliates, agents, subcontractors and employees, and (ii) American Express and its affiliates, agents, subcontractors and employees can use such information to perform American Express' obligations under the agreement it has with the Company, operate and promote the network, perform analytics and create reports and for any other lawful business purpose.
4. The Applicant is required to display American Express' marks and give AMEX equal representation with any signage, decals or other identification when promoting payment methods and remove them should the Merchant Service Agreement be terminated.
5. The Applicant must promptly respond to and fulfil any request and instruction from the Company in order to enable the Company to comply with the Company's obligations in relation to AMEX cardmember disputes, transaction processing, authorisation, submission and protecting AMEX cardmember information.
6. The Applicant must comply with all applicable laws, rules and regulations relating to the conduct of the Applicant's business.
7. The Applicant must provide welcome acceptance for American Express cards meaning that the Applicant does not differentially surcharge American Express cardmembers or discourage them from using or accepting American Express.
8. The Applicant's website must not contain libellous, defamatory, obscene, pornographic or profane material, or any instructions that may cause harm to any individuals or to the American Express brand.

9. The Applicant's refund policies for purchases on the American Express card must be at least as favourable as the Applicant's refund policies for purchases on any other payment product and the Applicant's refund policies must be disclosed to AMEX cardmembers at the time of purchase and in compliance with applicable law.

10. The Applicant agrees to abide by the limitation on American Express' liability set forth in the agreement between American Express and the Company.

11. The Applicant agrees that American Express shall be the third-party beneficiary having the ability to enforce the terms of the Merchant Service Agreement against the Applicant as necessary to protect the American Express Brand.

12. The Applicant shall comply with any industry-specific requirements of which the Company notifies the Applicant in writing from time to time.

13. Upon termination of the Merchant Service Agreement, the Applicant shall remove all American Express identification, logos and decals from the Applicant's website, network facility or establishment immediately.

By our signature below, we hereby acknowledge, and confirm that we have read, understood and accepted to be bound by, the terms and conditions set forth above.

**APPLICANT**

Signature:

Name:

Title:

Date: