

TERMS AND CONDITIONS  
FOR AMERICAN EXPRESS®  
CARD ACCEPTANCE  
VERSION 4.1 L3

## 1. Scope of this Agreement; Definitions and General Provisions

- a. This document, the accompanying Schedules A and B, and our other policies and procedures that apply to merchants who accept American Express Cards (which we may amend from time to time) constitute your agreement to accept American Express Cards in the United Kingdom (the Agreement). A separate agreement is required for acceptance of American Express Cards in respect of which Level 3 Charge Data cannot be captured. By submitting Charges to us under this Agreement, you agree to accept American Express Cards in accordance with the terms of this Agreement at your Establishments in the United Kingdom and to receive payment in respect of Charges at Establishments, which have been approved by us, for goods and services sold (except as noted below). If you do not accept the terms of the Agreement, you should not begin submitting Charges to us under this Agreement and must notify us immediately, returning all American Express materials to us.
- b. You are jointly and severally liable for the obligations of your Establishments under this Agreement.
- c. 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 your providing the goods and/or rendering the services to the Cardmember.

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

**American Express Card and Card** means any corporate purchasing: card, account access device, other virtual, electronic or physical payment instrument, or service issued or provided by American Express Company, any of its Affiliates or any authorised licensees thereof and bearing any Mark(s) of American Express Company or any of its Affiliates, in respect of which Charge Data may be captured. The use of the terms "charge" and "credit" in relation to Cards are interchangeable in this Agreement.

**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.

**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.

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

**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 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 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 (e.g. employee) or company (including company department) whose name appears on the Card is the Cardmember.

**Cardmember Information** means any information about Cardmembers and Card transactions, including the names, addresses, account numbers, and card identification numbers (CIDs).

**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).

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

**Chargeback** (sometimes called "full recourse" in our materials) when used as a verb, means our right to (i) reimbursement from you for the amount of a Charge which we have paid to you, or (ii) reverse a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

**Charge Data** has the meaning given to that term in Schedule A, paragraph 1.a(i), sometimes referred to as Level 3 LID (Line Item Detail) or Level 3 Charge Data.

**Charge Record** means a record of a Charge that complies with our requirements (see Schedule A, paragraph 1.a(i)).

**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.

*Controller* means any individual(s) who exercise(s) control over the management of the company (or other entity with a separate legal personality), for example a director (including a shadow director or defacto 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.

*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 A, paragraph 1.a(iii)).

*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.

*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

*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 and any replacement, amendment or revision thereto from time to time.

*Discount* means an amount that we charge for accepting the Card, the amount of which is (i) a percentage of the face amount of the Charge (Discount Rate); (ii) a flat per-transaction fee; (iii) an annual fee; or (vi) any combination of (i) to (iii).

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

*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 (sometimes also referred to as a

"merchant", "SE" or "Service Establishment" in our materials).

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

*In Person Charge* (sometimes called a "card present charge" in our materials) means a Charge for which the physical Card is presented at the point of sale.

*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 Credit is made.

*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.

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

*Other Payment Products* excludes 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.

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

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

*PSR* means the Payment Service Regulations 2017 (SI 2017/752) which implements the Directive in the United Kingdom and any replacement, amendment or revision thereof from time to time.

*Reserve* has the meaning given to it in Section 7.a.

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

*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, either available at [www.americanexpress.com/merchantspecs](http://www.americanexpress.com/merchantspecs) or upon request from us.

*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: (i) something known only by the Cardmember, (ii) something held only by the Cardmember, and (iii) something inherent to the Cardmember.

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

*We, our, and us* means 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.

*You and your* means the company, partnership, sole trader or other legal entity accepting Cards under this Agreement and its Affiliates conducting business in the same industry.

Other defined terms appear in italics in the body of this Agreement and shall apply for the whole of this Agreement, not just the provision in which they appear.

- d. You must provide us with a list of your Affiliates that accept the Card under this Agreement, and notify us promptly of any subsequent changes to that list. You are responsible for ensuring that all such Affiliates comply with the terms of this Agreement and you confirm that you are authorised to accept these terms on their behalf.
- e. This Agreement covers only you and your Affiliates. You must not obtain Authorisations, submit Charges or Credits, or receive payments on behalf of any other party.

## 2. Accepting the Card

- a. By choosing to enter into this Agreement, you agree to accept American Express Cards as payment for goods and services sold at your Establishments in the United Kingdom and agree to provide such goods and services to the Cardmember in accordance with any terms (express or implied) relating to the provision of such goods and services and applying between you and the Cardmember.
- b. Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance

of American Express Cards and display our Marks according to our guidelines.

- c. You must not at any time:
  - (i) criticise or mischaracterise the Card or any of our services or programmes
  - (ii) engage in marketing, promotional or other activities that harm our business or brand;
  - (iii) require Cardmembers to waive their rights to dispute a Charge as a condition to acceptance of the Card; or
  - (iv) require Cardmembers to provide personal information as a condition to acceptance of the Card.
- d. You must not accept the Card for:
  - (i) damages, losses, penalties, or fines of any kind;
  - (ii) costs or fees over the normal price of your goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;
  - (iii) overdue amounts, or amounts covering returned or stop-payment cheques;
  - (iv) gambling services (including online gambling), gambling chips, gambling credits or lottery tickets;
  - (v) adult content sold via Digital Delivery Transactions;
  - (vi) cash;
  - (vii) sales made by third parties or entities conducting business in industries other than yours;
  - (viii) amounts that do not represent bona fide sales of goods or services at your Establishments, e.g. purchases by your owners (or their family members) or employees contrived for cash flow purposes;
  - (ix) illegal business transactions, or goods or services for which the provision is illegal 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
  - (x) other items of which we notify you from time to time.
- e. You agree to inform us immediately should a point of sale terminal no longer accept or process the Card efficiently.

## 3. Submitting Charges and Credits To Us

- a. All transactions must be conducted, and Charges and Credits made, in Local Currency, unless otherwise agreed to by us in writing, or unless otherwise required by local law or exchange control regulations. You must submit all Charges to us within one (1) Business Day of the date they are incurred, provided that you must wait to submit Charges until you have shipped the goods or provided the services to the Cardmember,

after which you have one (1) Business Day to submit such Charges, unless you have otherwise agreed with the Cardmember. The deposit element of a Delayed Delivery Charge and any Advance Payment Charges may be submitted before the goods are shipped or services provided subject to the requirements of paragraphs 1.h and 1.i of Schedule A. All Charges must be submitted in accordance with HMRC requirements.

- b. 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 when there is no corresponding Charge. 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, then you must pay us promptly upon receipt of our request for payment of such Credit. If you issue a Credit, we will not refund the Discount or any other fees or assessments previously applied on the corresponding Charge and may charge you a fee for processing the Credit. You must submit all Charges and Credits under the Establishment Number of the Establishment where the Charge or Credit originated.
- c. You must issue Credits to the Card account used to make the original purchase. Charges and Credits will be deemed accepted on a given Business Day if processed by us before our deadline for processing Charges and Credits for that day at the relevant location.
- d. You must not give cash refunds to Cardmembers for goods or services they purchase on the Card.
- e. You must not submit Charges where the full exact amount is not specified when the Cardmember consents to the transaction. Without prejudice to our Chargeback rights generally, if you do so, and the Card is issued in the European Economic Area, 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 of submission of the Charge, and thereafter for any disputed portion of the Charge (up to and including the full amount). If the Cardmember consents to an adjusted Charge amount, we may exercise our Chargeback rights accordingly.

#### 4. Discount and Other Fees

Your initial Discount is as provided to you in writing by us. Where a Discount Rate is referred to without further explanation, that rate shall be applied to the full amount of the Charge, including applicable taxes. We may adjust a Discount, change any other amount we charge you under this Agreement, and charge additional fees from time to time, subject to advance notice to you. We reserve the right, upon written notice

to you, to charge supplemental fees for Charges for which you have not obtained Authorisation. We may charge you different Discounts for Charges submitted by your Establishments that are in different industries, and you must process Charges through the relevant Establishment Number provided by us for each industry. We will notify you of any different Discounts that apply to you.

If you have signed a direct debit mandate, we will debit such fees from your Account. If we are unable to do so or you have not signed a direct debit mandate, we may deduct such fees from payment we make to you, or invoice you for the fees payable, in our discretion. We may charge a fee for any rejected direct debits or direct credit transfers or late payments. The level of such fee will be notified to you in advance.

#### 5. Payment for Charges

- a. We will pay you for Charges in accordance with this Agreement. You will receive payment according to your payment plan in Local Currency for the face amount of Charges submitted from your Establishments in the United Kingdom, less:

- (i) any Discount;
- (ii) any other fees or amounts you owe us or our Affiliates under any agreement or arrangement;
- (iii) any amounts for which we have Chargeback rights; and
- (iv) the full amount of any Credits you submit.

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

- b. **WE WILL MAKE AVAILABLE INFORMATION ABOUT YOUR CHARGES AND CREDITS, INCLUDING THE DISCOUNT AND ANY OTHER FEES OR AMOUNTS PAID, ON NO LESS THAN A MONTHLY BASIS. YOU AGREE THAT WE MAY PROVIDE YOU WITH THE INFORMATION IN SECTION 5.A.(i) AND (ii), ON AN AGGREGATED BASIS. ALTHOUGH AMERICAN EXPRESS DOES NOT HAVE FEES PAYABLE BETWEEN ACQUIRERS AND ISSUERS, WHERE A TRANSACTION IS REGULATED PURSUANT TO THE INTERCHANGE FEE REGULATIONS, THE AMERICAN EXPRESS NETWORK WILL NOT PAY NET COMPENSATION TO THE CARD ISSUER OF MORE THAN 0.3% FOR CREDIT AND CHARGE CARDS OR 0.2% FOR DEBIT AND PREPAID CARDS.**

THE INFORMATION REFERRED TO IN SECTION 5.B ABOVE WILL BE MADE AVAILABLE TO YOU ONLINE. YOU CAN ACCESS THIS INFORMATION THROUGH YOUR ONLINE MERCHANT ACCOUNT AT [WWW.AMERICANEXPRESS.CO.UK/MERCHANT](http://WWW.AMERICANEXPRESS.CO.UK/MERCHANT).

- c. You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges or Credits within ninety (90) days of the date of the applicable statement or other reconciliation data provided or made available by us containing such claimed error or omission, or we will consider the relevant reconciliation data to be conclusively settled as complete and correct in respect of such amounts.
- d. If we determine at any time that we have made any 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. If you receive any payment from us not owed to you under this Agreement, you must immediately notify us (by calling our telephone service centre) and your Processor (if you have one) and return such payment to us promptly. Whether or not you notify us, we have the right to withhold future payments to you or debit your Account until we fully recover the amount of the erroneous payment. We have no obligation to pay any party other than you under this Agreement.
- e. When you accept the Card as payment for your goods or services, you must not 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 any sums we have paid to you for such Charge, and you otherwise have the right to pursue the Cardmember.

## 6. Chargeback

- a. We have Chargeback rights in respect of any Charge:
  - (i) whenever a Cardmember brings a Disputed Charge, as described in Schedule A, paragraph 5, or has rights under law to withhold payments;
  - (ii) in case of actual or alleged fraud relating to the Charge;
  - (iii) if you do not comply with this Agreement (including failing to obtain Authorisation or Cardmember consent or omitting any Charge Data from Charge submissions), regardless of whether we had notice when we paid you for the Charge that you did not so comply and/or whether you received Authorisation for the Charge; or
  - (iv) as provided elsewhere in this Agreement.

In the event of a Chargeback, we will not refund the Discount or any other fees or assessments, or we will otherwise recoup such amounts from you.

- b. We may 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 of your obligation to pay us, which you must do promptly and fully. Our failure to demand or take payment does not waive our Chargeback rights.

## 7. Protective Actions – Creation of Reserve

- a. Regardless of any contrary provision in this Agreement, we may, in our reasonable judgment, determine that it is necessary to withhold, and offset amounts from, payments we otherwise would make to you under this Agreement or require you to provide us with additional security for your or any of your Affiliates' actual or potential obligations to us including all of your actual or potential obligations to us or any of our Affiliates under this Agreement or any Other Agreement. Such withheld payments are called a Reserve.
- b. Some of the events that may cause us to establish a Reserve include:
  - (i) your ceasing a substantial portion of or adversely altering your operations, in which case you must notify us immediately;
  - (ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties owning 25% or more of such interests at the date of this Agreement), whether through acquisition of new equity interests, previously outstanding interests, or otherwise (in each case whether as single or multiple transactions), in which case you must notify us immediately;
  - (iii) your suffering a material adverse change in your business;
  - (iv) your becoming insolvent, in which case you must notify us immediately;
  - (v) our receiving a disproportionate volume (whether in value or number) of Disputed Charges at any or all of your Establishments;
  - (vi) our reasonable belief that a Charge has not been authorised by the Cardmember;
  - (vii) our reasonable belief that you will not be able to perform your obligations under this Agreement, under any Other Agreement, or to Cardmembers;
  - (viii) any protective action by a Merchant Acquirer, or self-executing protective action or remedy under a Merchant Acquirer Agreement, that is used, or occurs,

to mitigate any significant risk of loss under a material Merchant Acquirer Agreement, in which case you must notify us immediately;

(ix) your failing to provide any information reasonably requested by us; or

(x) your breaching the terms of this Agreement.

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

(i) establish a Reserve;

(ii) require you to stop accepting Charges immediately upon receipt of notice from us. If you continue to accept Charges after we notify you, we will not pay you for those Charges;

(iii) 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

(iv) terminate this Agreement immediately upon notice to you.

d. We may increase the amount of the Reserve at any time provided that the amount of the Reserve will not exceed an amount sufficient, in our reasonable opinion, to satisfy any financial exposure or risk to us under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers), or to us or our Affiliates under any Other Agreement, or to Cardmembers. You shall have no rights to any amount held in Reserve in accordance with this Agreement until all your obligations have been discharged to our reasonable satisfaction.

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

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

g. If the balance of amounts we owe to you against amounts you owe to us under this Agreement reflects a debit balance, we shall be entitled to:

(i) require payment in full by you immediately on receipt of notification from us of the amount of such debit balance together with late payment interest thereon;

(ii) debit your Account (if you have signed a direct debit mandate);

(iii) refer the debit balance to a third party (which may be a firm of lawyers) for collection and to charge you a file referral fee and all associated costs; and/or

(iv) if we do not receive immediate full payment of the debit balance under (i) or (ii) above, or in the event of (iii) above, terminate this Agreement immediately upon notice to you.

## 8. Operational and Other Procedures

The provisions of Schedule A shall apply to you, and you shall comply with the provisions of Schedule A, in relation to the operational and other procedures set out therein.

## 9. VPOS Fees

If you use the American Express virtual point of sale product ("VPOS"), the fees set out in Schedule B shall apply to you

## 10. Indemnification and Limitation of Liability

a. You will indemnify, keep indemnified, and/or hold harmless us and our Affiliates, successors, and assigns from and against all damages, fines, liabilities, losses, costs, and expenses, (including legal fees and disbursements on a solicitor and client basis), costs of investigation, litigation / arbitrations, settlement, judgement, interest and penalties (whether foreseeable or not), which we or our Affiliates, successors and assigns do or will suffer or incur and which arise or are alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under this Agreement, failure or defect in your goods or services or provision of them, failure to provide your goods or services, or any violation by you, your employees, agents or contractors of this Agreement or any applicable laws or regulations.

b. Subject to Section 10.a. the effect of which shall not be excluded or limited by this Section, in no event (other than for Non-Excluded Liabilities listed below) will either party or its Affiliates, successors, and assigns be liable to the other party for any losses, liabilities, damages, costs and expenses 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:

(i) loss of profits, loss of opportunity, loss of anticipated savings, loss of revenue, or loss of business (whether each or any of the foregoing are direct, indirect, consequential or otherwise), (other than contractual payments or contractual discounts which are obliged to be made or given under this Agreement by one party to the other party (or made to or taken from a Cardmember), none of which shall be limited or excluded by this Section 10.b);

- (ii) incidental, indirect or consequential; or
- (iii) special, punitive, or exemplary damages.

Neither you nor we will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or a banking system, except that our rights to create Reserves and exercise our Chargeback rights will not be impaired by such events. Nothing in this Agreement shall limit or exclude 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 (all or any of the foregoing being Non-Excluded Liabilities).

### 11. Proprietary Rights and Permitted Uses

- a. Neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent, except as expressly permitted under this Agreement.
- b. You agree that we, our Affiliates, our third party merchant acquirers and our licensees may use your name, address of your Establishment(s) and your Marks, including but not limited to your physical address, website address and/or URL if appropriate, in materials illustrating that an Establishment accepts the Card which we and/or our Affiliates, our third party merchant acquirers and our licensees may publish from time to time.

### 12. Confidentiality

- a. Any Cardmember Information is confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement.
- b. You are responsible for ensuring that Cardmember Information remains secure in accordance with applicable law and our Data Security Operating Policy (see Schedule A, paragraph 6).

### 13. Term and Termination

- a. This Agreement begins as of the date:
  - (i) you first accept a Card after receipt of this Agreement or otherwise indicate your intention to be bound by this Agreement by submitting Charges to us under this Agreement; or
  - (ii) we approve your application to accept the Cards, whichever occurs first, and shall continue unless and until terminated by either party by giving the other party not less than thirty (30) days' written notice, or otherwise in accordance with the terms of this Agreement.

- b. If you have not submitted a Charge within any period of twelve (12) consecutive months, we may (i) deem this an offer by you to terminate this Agreement, which we may accept by technically blocking your access to our services under this Agreement, or (ii) suspend your access to our services. We reserve the right to notify your point of sale terminal provider of termination of this Agreement. An offer to terminate hereunder does not preclude you from exercising any other rights of termination you may have under this Agreement. If you have not submitted a Charge for a period of twelve (12) consecutive months and wish to continue accepting the Card, you must contact us to determine the status of your account and (i) in the event that we have terminated the Agreement, enter into a new agreement with us, or (ii) in the event that we suspended your access to our services, request that we re-activate your access to our services. Failure to do so may result in delay of payments to you by us.
- c. Without prejudice to our rights of immediate termination in Section 7, this Section 13 or Section 15 or our rights of termination otherwise, if either party materially breaches its obligations and fails to remedy such breach within fourteen (14) days after 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. If this Agreement is terminated, without prejudice to any other rights or remedies which we may have, we may withhold from you any payments 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 will pay us within thirty (30) days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.
- e. The terms of Sections 1, 6, 7, 10, 11, 12, 13, 14, and 15 and paragraphs 1.g, 3.d, 5 and 6 of Schedule A will survive termination of this Agreement, together with any other term which by its nature is intended to do so. Our right of direct access to your Account will also survive until such time as all credits and debits relating to transactions in accordance with the Agreement have been made.

### 14. Dispute Resolution

- a. 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 our Customer Relations



Department at American Express Payment Services Limited, Merchant Services – UMC 87-03-013, 1 John Street, Brighton, East Sussex, BN88 1NH. 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.

## 15. Miscellaneous

### a. Your representations and warranties

You represent and warrant to us that:

(i) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business;

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

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

(iv) 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;

(v) neither you (irrespective of any name changes), any entity operating your business or any owners or managers of your business have previously had a card acceptance agreement with us terminated on the basis of a breach of that agreement;

(vi) you may act on behalf of all your Affiliates who submit Charges and/or Credits under this Agreement, including acceptance by you of payment from us for Charges incurred with your Affiliates where you instruct such payment to be made to you;

(vii) neither you, the Signer of the Agreement, 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 lists, politically exposed persons lists, special interest persons lists or are subject to any sanctions regime;

(viii) you have not assigned to any third party any payments due to you under this Agreement;

(ix) you have provided all information that we have requested in connection with this Agreement and all such information is true, accurate, and complete;

(x) 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; and

(xi) you are not a micro-enterprise according to definition referenced in the PSR.

If any of your representations or warranties in this Agreement becomes 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 of such termination as soon as reasonably practicable thereafter.

### b. Compliance with Laws

Each party will comply with all applicable laws and regulations.

### c. Governing Law; Jurisdiction

This Agreement is governed by and will be construed according to the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to matters arising out of or in connection with this Agreement.

### d. Interpretation

In construing this Agreement, unless the context requires otherwise:

(i) the singular includes the plural and vice versa;

(ii) the term "or" is not exclusive;

(iii) the term "including" means "including, but not limited to";

(iv) the term "e.g." means "by way of example only, and without limitation";

(v) the term "day" means calendar day;

(vi) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time;

(vii) all captions, headings, and similar terms are for reference only; and

(viii) each of you and us is a "party" to the Agreement.

### e. Assignment

You may not assign, subcontract or transfer this Agreement without our prior written consent. We may assign or transfer this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers, which will become enforceable in relation to you only upon written notice to you, and we may sub-contract this Agreement, in whole or in part, to any of our Affiliates or third party merchant acquirers or processors in our discretion without notice to you. For the avoidance of doubt, we may subcontract all of our obligations under this Agreement to an agent who will perform such obligations on our behalf.

**f. Amendment**

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

**g. Waiver; Cumulative Rights**

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

**h. Savings Clause**

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

(ii) We may amend this Agreement upon notice to you to ensure that either party is able to comply with applicable provisions of the Directive and corresponding provisions of national law in any European Economic Area member state.

**i. Entire Agreement**

(i) Notwithstanding Section 15.(iii), this Agreement is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof. Neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement. The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract. Nothing in this Section 15.i.(i) will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.(ii) The parties agree to disapply or apply differently, to the fullest extent possible, provisions of the Directive and of corresponding national law pursuant to Articles 38(1)

and 61(1) of the Directive and corresponding provisions of national law, including all regulations in Part 6, and all regulations referred to in regulation 63(5)(a) and (b) of the PSR.

(iii) If these terms and conditions amend or replace previous terms and conditions regarding the subject matter hereof, the Discount and any other fees and special programmes (such as fraud full recourse) notified or applied to you in accordance with the previous terms and conditions will continue in effect unless we have agreed with you or notified you otherwise.

**j. Use of Data**

Subject to the following sentence, this Section 15.j will apply to you if you are a sole trader, an unincorporated merchant or a partnership among individuals without separate legal personality; in which case we are required to disclose the information in this section to you.

If you are a company, or another entity with a separate legal personality, you acknowledge our processing of the information about the Signer of the Agreement and the beneficial owner of the company, partnership or such other entity under the terms of this section.

You represent and warrant that you have informed the Signer of the Agreement and the beneficial owner of these terms (to the extent required by applicable law) and have obtained his or her consent, to our processing of data as provided herein.

You acknowledge that American Express will:

(i) disclose information about the Establishment and the Signer of the Agreement to companies within the American Express group of companies worldwide (which shall include 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 as necessary, in order to administer and service your contractual relationship with us, to process and collect Charges at your Establishments, reconcile payments due by us to the above companies, acquirers, suppliers, processors and authorised persons or manage any benefits or programmes in which you may be enrolled as a participant;

(ii) 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 in order 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. The information used to develop these lists may be obtained from your Application, from surveys and research (which may involve contacting you by mail, e-mail or other digital medium or telephone), from other external sources such as merchants or marketing organisations and/or by collecting publicly available information. If you prefer not to receive offers of relevant products and/or services or if you wish to change your preferences, please update your marketing preferences at [www.americanexpress.co.uk/merchant](http://www.americanexpress.co.uk/merchant) or write to us at American Express Payment Services Limited, Merchant Services – UMC 87-03-013, 1 John Street, Brighton, East Sussex BN88 1NH, providing your Establishment's name, its trading name and American Express Establishment Number;

(iii) 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 the prevention of fraud;

(iv) exchange information about the Establishments and the Signer of the Agreement with credit reference agencies which may be shared with other organisations in assessing applications from the Establishments, the Signer of the Agreement for other financial/credit facilities or for preventing fraud or tracing debtors;

(v) Information may also be processed as necessary for the purpose of complying with any applicable law, including, without limitation, anti-money laundering and anti-terrorism laws and regulations and other regulation for the purpose of fighting crime and terrorism. This may require the disclosure of information to a UK or other governmental or regulatory authority outside of the UK or to any other person American Express reasonably believe it is necessary to disclose data to for these purposes. 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 of the Agreement, 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.

(vi) 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;

(vii) 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;

(viii) monitor and/or record your telephone calls to us or our calls to you, either directly or by reputable organisations selected by us, to ensure consistent servicing levels and operation and to assist, where appropriate, in dispute resolution;

(ix) undertake all of the above in respect of any of your Establishment's locations; and

(x) undertake all of the above for the

American Express group of companies within and outside the United Kingdom and the European Union, including countries such as the USA in which data protection laws may differ from those within the European Union. However, American Express has taken appropriate steps to ensure an adequate level of protection for your information as required by laws in the EU.

Upon your request, we will inform you of what information we hold about you and provide it to you in accordance with applicable law. If you believe that any information we hold about you is incorrect or incomplete, you promptly inform us in writing addressed to American Express Payment Services Limited, Merchant Services – UMC 87-03-013, 1 John Street, Brighton, East Sussex BN88 1NH. Any information which is found to be incorrect or incomplete will be corrected promptly. We keep information about you only for as long as is appropriate for the above purposes or as required by law. We will process such information as set out above either where the relevant individuals have consented to the specified purposes, in order to comply with a legal or contractual obligation, or because it is necessary for the purposes of our legitimate interests. 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)).

**k. Collection and disclosure to Government Agencies.**

You acknowledge and agree that our ultimate parent company is headquartered in the United States of America and, as such we are subject to the laws of that jurisdiction. You consent and agree to and shall provide to us all information (including personal data,

if any) and/or sign all necessary documents (including properly executed and valid, applicable U.S. Internal Revenue Service forms) 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 United States of America and any other jurisdictions that are applicable to them, including, without limitation, U.S. tax laws. If, on request, you fail to provide to us 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 United States of America and any other jurisdiction applicable to us and/or our Affiliates, including, without limitation, U.S. tax laws.

**i. Notices to American Express**

(i) All notices to American Express hereunder must be in writing and sent by (i) hand delivery; (ii) first class mail, postage prepaid; (iii) expedited mail courier service;

or (iv) facsimile transmission. Notices will be deemed received and effective if (i) hand-delivered; upon sending; (ii) sent by e-mail or facsimile transmission, upon sending; or (iii) sent by mail, three Business Days after mailing.

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

American Express Payment Services Limited Merchant Services – UMC 87-03-013  
1 John Street Brighton  
East Sussex  
BN88 1NH

**m. Notices to You**

(i) All notices to You hereunder must be in writing and sent by (i) hand delivery; (ii) first class mail, postage prepaid; (iii) expedited mail courier service; (iv) e-mail; (v) facsimile transmission; or (vi) posting on your online merchant account. Notices will be deemed received and effective if (i) hand-delivered; upon sending; (ii) sent by e-mail or facsimile transmission, upon sending; (iii) sent by mail, three Business Days after mailing; or (iv) if posted on your online merchant account, ten Business Days after such notice is posted.

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

you do not do so, and if we are unable to deliver notice to you at the notice address we have on file for you, you will be deemed to have received such notice even if returned to us.

**n. Contracts (Rights of Third Parties) Act 1999**

Save as otherwise provided in this Agreement, no person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any of our Affiliates shall be entitled to and have a right, under the principle of third party rights, to seek appropriate remedies and to enforce any rights or receive any benefits granted to it under this Agreement (including without limitation, 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.

**o. Local VAT Office Approval**

Each Establishment must complete an "Application for Direction under Section 6(10)(a) of the Value Added Tax Act 1994", which must be submitted to the Establishment's local VAT office.

**p. Software**

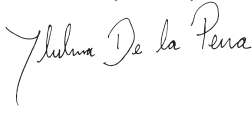
Upon your request, we may in our sole discretion, provide you with certain software for use in connection with the service we provide under this Agreement. Any such software shall be subject to the licence agreement provided with it.

Software includes any associated documentation. Upon termination of the Agreement, you shall return to us or destroy the software and all associated documentation (including copies).

**q. Data**

You acknowledge and agree that in the course of providing the service to you under this Agreement, we will capture certain Charge-related data and customer information (collectively, the Data) and that we will be entitled to create, sublicense and distribute the Data and aggregate statistical and database compilations derived from the Data (including but not limited to demographics, site traffic, viewing and navigation patterns and transaction characteristics) at our sole discretion. All Data provided to a third party shall be subject to written agreement with such third party restricting it from disclosing any Data to other third parties.

American Express Payment Services Limited



Thelma De La Pena  
Vice President and General Manager Merchant Services,  
United Kingdom  
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  
Services Regulations 2017, with reference number 484347  
for the provision of payment services.

## Schedule A Operational and Other Procedures

### 1. Charge Records

#### a. Format

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

- the full Card number or Token;
- the expiry date of the Card;
- the date the Charge was incurred;
- the amount of the Charge, including applicable taxes;
- the Authorisation approval code number;
- a specific description of the goods and services purchased;
- your Establishment's name, address and Establishment Number;
- your Establishment's invoice number;
- all Value Added Tax data, including rate, amount and gross amount of Charge;
- the date of despatch; and
- all other information as required from time to time by us, by Cardmembers or applicable law.

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

(ii) You may create multiple Charge Records for a single purchase placed on different Cards, but 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 in the case of a Delayed Delivery Charge or where we have authorised you to do so for Charges above a certain value.

(iii) For every Credit, you must create an electronically reproducible Credit Record containing the following information:

- the full Card number or Token;
- the expiry date of the Card;
- the date the Credit was incurred;
- the amount of the Credit, including applicable taxes;
- your Establishment's name, address and Establishment Number;
- your Establishment's invoice number;
- all Value Added Tax data, including rate, amount and gross amount of Charge;

- the date of despatch; and
- all other information as required from time to time by us, by Cardmembers or applicable law.

#### b. In Person Charges

For all In Person Charges, the Card must be presented and you must:

- (i) follow the Card acceptance steps outlined below in paragraphs 1.c or 1.d as applicable; and
- (ii) obtain an Authorisation.

You must not accept a Card that is visibly altered or mutilated, or presented by anyone other than the Cardmember (Cards are not transferable), and, if a transaction is declined, you must notify the Cardmember immediately.

#### c. In Person Charges – Chip Cards

(i) When presented with a Chip Card, the Card must be inserted into the reader of the point of sale terminal. The terminal should advise the Cardmember is to enter his or her personal identification number (PIN) (a chip and PIN transaction). Your Establishments must ensure that the Cardmember enters his or her PIN into the keypad of the terminal when prompted.

(ii) 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 paragraph 1.d below.

(iii) If an Establishment keys a Charge into the terminal manually, we will have Chargeback rights for fraudulent In Person Charges made with lost, stolen, counterfeit and non-received Chip Cards.

(iv) You must ensure that your terminals 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 and 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 point of sale 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.

#### d. In Person Charges – non-Chip Cards

(i) For In Person Charges where the Card is not a Chip Card you must swipe the card through the terminal.

(ii) You must also:

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; and

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).

(iii) If your point of sale terminal fails then, in addition, you must seek a voice Authorisation (as set out below).

(iv) If the magnetic stripe 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. A pencil rubbing or photocopy of the Card is not considered 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 paragraph 1.c(iii) above.

#### e. Card Not Present Charges

(i) For Card Not Present Charges, you must:

create a Charge Record as described in paragraph 1.a 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 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.

(ii) If the goods are to be collected by the Cardmember, the Card must be presented by the Cardmember upon collection and you should treat the transaction as an In Person Charge and comply with paragraphs 1.b to 1.d above.

(iii) 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.

(iv) We have Chargeback rights for any Card Not Present Charge that the Cardmember denies making or authorising. We will not exercise our Chargeback rights for such Charges based solely upon a Cardmember

claim that he or she did not receive the disputed goods if you have verified with us that the address to which the goods were shipped is the Cardmember's billing address and obtained a receipt signed by an authorised signer verifying the delivery of the goods to such address.

#### f. Card Not Present Charges – Digital

(i) We will accept Charges for Digital Orders subject to the requirements of paragraph 1.e above and the following additional requirements. You must:

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 paragraph 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; and

provide us with at least one month's prior written notice of any change in your website address.

(ii) We may dispense with the notice period referred to in Section 15.f of the Agreement and immediately introduce additional requirements which are necessary for reasons of security of Digital Orders and/or Cardmember Information and/or for the prevention of fraud.

(iii) 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 an Digital Delivery Transaction, we will exercise our Chargeback rights for the full amount of the Charge.

(iv) You must ensure that your website or applicable digital medium notifies the Cardmember if the transaction is declined for Authorisation.

#### g. Recurring Billing Charges

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

obtain the Cardmember's consent to charge their Card for the same or different amounts at specified or different times;

comply with any instructions of which we may reasonably notify you; and

notify the Cardmember that they are able to discontinue Recurring Billing Charges at any time.

The method you use to secure the Cardmember's consent must contain a disclosure that you may receive updated Card account information from the financial institution issuing the Cardmember's Card. You must retain evidence of such consent for two (2) years from the date you submit the last Recurring Billing Charge.

(ii) If your Recurring Billing Charges 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.

(iii) If, in relation to a Card issued in the European Economic Area, you submit a Recurring Billing Charge for an amount which was not specified in full when the Cardmember provided consent to Recurring Billing Charges and you do not obtain the Cardmember's consent specifically in relation to the full exact amount of such Charge, we shall have Chargeback rights for the full amount of the Charge for a period of one hundred and twenty (120) days from submission of the applicable Charge, and thereafter for any disputed portion of such Charge (up to and including the full amount). 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.

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

(v) 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.

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

up to ninety (90) days after any termination takes effect.

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

#### h. Delayed Delivery Charges

(i) You may accept the Card for Delayed Delivery Charges. For a Delayed Delivery Charge, you must:

Clearly disclose your intent and obtain written consent from the Cardmember to perform a Delayed Delivery Charge before you request an Authorisation;

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 rendered;

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 rendered.

Submit and obtain Authorisation for each part of a Delayed Delivery Charge under the same merchant number; and

Treat deposits on the Card no differently than you treat deposits on all Other Payment Products.

#### i. Advance Payment Charges

(i) You must follow the procedures below if you offer Cardmembers the option, or require them, to make Advance Payment Charges.



- (ii) For an Advance Payment Charge, you must:
- 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 before you request an Authorisation. The Cardmember's consent must include:

- (A) his or her agreement to all the terms of the sale (including price and any cancellation and refund policies); and
- (B) 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 written confirmation (e.g., e-mail or facsimile) 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.

- (iii) If you cannot deliver goods and/or services (e.g., because custom-ordered merchandise cannot be fulfilled), and if 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.

- (iv) In addition to our other Chargeback rights, we may exercise Chargeback for any Disputed Advance Payment Charge or portion thereof if, in our sole discretion, the dispute cannot be resolved in your favour based upon unambiguous terms contained in the terms of sale to which you obtained the Cardmember's written consent.

## 2. Authorisation

You must obtain Authorisation for all Charges. Each Authorisation request must include the full Card account number and be for the full amount of the Charge.

Where you obtain Authorisation for an estimated amount, you must obtain the Cardmember's consent to such estimated amount prior to requesting the

Authorisation. You must submit the corresponding Charge as soon as you become aware of the full amount to be charged. 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).

Authorisation does not guarantee that we will accept the Charge without exercising our Chargeback rights, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.

If you submit a Charge to us more than seven (7) days from the original Authorisation date, you must obtain a new Authorisation. 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 of 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.

When you 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 Card presence.

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 by calling us at our Authorisation telephone number.

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

## 3. Submitting Charges and Credits Electronically

- a. You must submit Charges and Credits electronically over communication links (Transmissions). Transmissions must comply with the Specifications. We need not accept any non-compliant Transmissions or Charge Data. You must place additional, less, or reformatted information on Transmissions within thirty (30) days' written notice from us. Even if you transmit Charge Data electronically, you must still complete and retain Charge Records and Credit Records.
- b. With our prior approval, you may retain, at your expense, a Processor which (together with any of your other Covered Parties) you must ensure cooperates with us to enable your Card acceptance. You are responsible and liable for any problems or expenses caused by your Processor and for any fees that your Processor charges us or our Affiliates, or that we or our Affiliates incur as a result of your Processor's system for transmitting

requests for Authorisations and Charge Data to us or our Affiliates; and your Processor's compliance with the Specifications. You must ensure that your Processor has sufficient resources and security controls to comply with all standards, including but not limited to 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. We may bill you for any fees charged by your Processor or deduct them from our payments to you. You must notify us promptly if you change your Processor and provide us, on request, with all relevant information about your Processor.

- c. Notwithstanding the foregoing, if commercially reasonable and not prohibited by any of your other agreements, 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.
- d. 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 thereof, 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. You must provide a copy of the Charge Record or Credit Record and other supporting documents and data to us within fourteen (14) days of our request.

#### 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

- a. With respect to a Disputed Charge:
  - (i) we have Chargeback rights, prior to contacting you, if we have sufficient information to substantiate the Cardmember's claim and resolve the Disputed Charge in their favour; or
  - (ii) we may contact you prior to exercising our Chargeback rights.

In either case, you will have no more than fourteen (14) days after we contact you to provide to us a written response containing the information we

request, including the full Card account number. We have Chargeback rights (or our previous decision to exercise our Chargeback rights will remain in effect) for the amount of the Disputed Charge if, by the end of that fourteen (14) day period, you have not either provided the Cardmember with a full refund, or provided us with the information requested. In the event that a Disputed Charge relates to a Card issued in the European Economic Area 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, 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.

- b. If we determine, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in the Cardmember's favour, we will have Chargeback rights for that Disputed Charge, or our previous exercise of our Chargeback rights will remain in effect. If we resolve the Disputed Charge in your favour, we will take no further action (if we have not previously exercised our Chargeback rights) or we will reverse our previous exercise of our Chargeback rights.
- c. The foregoing does not affect procedures under any special Chargeback programmes (such as fraud full recourse) that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of our Chargeback rights
- d. In certain instances, we may place you in a fraud full recourse programme under which:
  - (i) we may exercise our Chargeback rights without contacting you where a Cardmember disputes a Charge for actual or alleged fraud; and
  - (ii) you will have no right to request a reversal of our decision to exercise our Chargeback rights.

We may place you in this programme upon signing, or at any time during the term of the Agreement upon notice to you. The reasons for which we may place you in a fraud full recourse programme include, but are not limited to, situations where:

- 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; or
- You accept the Card for Digital Delivery Transactions or at automated fuel dispensers.

This list is not exhaustive, and at any time we may, at our sole discretion, for reasons of managing risk and

exposure to fraud place you on the fraud full recourse programme on written notice to you, or terminate the Agreement on written notice to you.

For the avoidance of doubt, if you have been placed on the fraud full recourse programme, the programme will apply to all fraud related Cardmember disputes, including disputed transactions that precede the application date of the programme to you by up to six (6) months.

## 6. Data Security

### a. **Standards for Protection of Information:**

You must comply with our Data Security Operating Policy, a copy of which is available at [www.americanexpress.com/datasecurity](http://www.americanexpress.com/datasecurity) and which we may amend from time to time. You have additional obligations under that policy which is hereby incorporated by reference, including (i) providing to us documentation validating your compliance with the current version of the Payment Card Industry Data Security Standard (PCI DSS, which is available at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)); and (ii) liability for data incidents and costs, fees and losses, as set out in the policy, relating to each data incident.

Under the Data Security Operating Policy, we have the right to charge you non-validation fees and terminate the Agreement if you fail to comply with your obligations detailed in that policy.

b. **Data Sharing:** 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. At the point of gathering 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. Otherwise, we have the right to charge you a non-compliance fee, suspend Card acceptance privileges at your Establishment or terminate this Agreement in accordance with Section 13.c. 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.

c. **Fraud Prevention Tools:** You should use our Automated Address Verification (AAV), Address Verification Service (AVS), Enhanced Authorisation and CID services (or 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 are not guarantees 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 at any time, with or without notice to you. We shall not be liable and shall have no obligation to you in the event we suspend, terminate, amend or prevent access to the fraud prevention tools.

d. **Transactional Websites.** You must ensure your websites that permit Cardmembers to make Digital Orders are identified by extended validation certificates or by other similar authentication methods in order to restrict the use of fraudulent websites. You must employ appropriate controls to separate payment related processes from your online shop to enable the Cardmember to determine whether they are communicating with you or us.

## 7. Strong Customer Authentication

- a. To protect against unauthorised activity, you must where technically possible and where requested by us, support solutions allowing us to perform Strong Customer Authentication of the Cardmember for Charges made by Digital Orders. If you fail to allow us to perform Strong Customer Authentication as set out in this paragraph, Charges made by Digital Orders may be declined.
- b. If your Establishments in the United Kingdom accept Charges made by Digital Orders, 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 American Express SafeKey 2.0. To participate in an AESK Programme, your Establishments in the United Kingdom must:
- (i) complete the required SafeKey technical certification;
  - (ii) comply with the relevant SafeKey Implementation Guide and the SafeKey Protocol Guide, which are available at [www.americanexpress.com/merchantspecs](http://www.americanexpress.com/merchantspecs);
  - (iii) 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;
  - (iv) comply with the SafeKey branding requirements detailed in the American Express SafeKey Logo Guidelines, available at: [www.amexsafekey.com](http://www.amexsafekey.com) or such other website as we may notify you from time to time;

- (v) maintain a fraud to sales ratio within the parameters contained in the relevant SafeKey Implementation Guide;
- (vi) remain in good standing with American Express as may be reasonably determined by us; and
- (vii) comply with any other requirements which we may reasonably introduce or change from time to time, upon notice to you.
- c. 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 American Express SafeKey 2.0, Application Initiated Transactions) through your United Kingdom Establishments, that meet the following criteria and requirements:
- (i) 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");
- (ii) for Application Initiated Charges, the Charge must indicate that it was fully SafeKey authenticated for which you will receive an ECI 5;
- (iii) the appropriate SafeKey authentication data was provided in both the Authorisation request and the Charge submission; and
- (iv) the Cardmember disputed the Charge as fraudulent.
- d. 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, for Charges meeting all of the above criteria and requirements if both the Establishment and Charge comply with the foregoing requirements. The AESK Programmes do not apply to Disputed Charges involving dispute reasons other than fraud (e.g. it does not apply to goods or services disputes). We reserve the right to disapply the terms of this paragraph 7.d. of this Schedule A for any reason, in our sole discretion, with or without notice to you.
- e. In addition to the above, if you, at any time, do not meet the requirements listed above in paragraphs 7.b (i)-(vii) above, or if we receive a disproportionate number of Disputed Charges or high incidence of fraud then:
- (i) we may, in our sole discretion, modify or terminate your Establishment's participation in the AESK Programme; and
- (ii) you must work with us to reduce the number of Disputed Charges at your Establishment.
- f. We may suspend, terminate, amend or prevent access to the AESK Programmes at any time, with or without notice to you. We shall not be liable and shall have no obligation to you in the event we suspend, terminate, amend or prevent access to the AESK Programmes.
- g. If you do not agree with the modified or current AESK Programmes, you must cease participating in the AESK Programmes, surrender your SafeKey certification status, and return or destroy all confidential information provided to you pursuant to the AESK Programmes.
- h. If at any time you want to permanently stop participating in the AESK Programmes, you must notify us and if applicable, your payment service provider. You must surrender your SafeKey certification status, and return or destroy all confidential information provided to you pursuant to the AESK Programmes.

Schedule B  
VPOS Fees

PRODUCT/SERVICE	CURRENT FEE (EXCLUSIVE OF VAT)
VPOS – Per-User License Fee	£275.00 per annum
Batch Upload Set up (one off)	£1900.00
Batch Upload Ongoing Annual Service Fee	£750.00 per annum
Batch Upload Per transaction fee	£0.20 per transaction
File Referral Fee This fee applies where we refer any outstanding debt balance to a third party for collection.	£40.00
<p><b>Non-Validation Fees</b></p> <p>Where non-validation fees apply, we will notify you in advance of the fee and when and how it is to be paid. Depending on your transaction volume, you have reporting obligations under our Data Security Operating Policy (available at <a href="http://www.americanexpress.com/datasecurity">www.americanexpress.com/datasecurity</a>) including providing Validation Documentation to us. We may assess a non-validation fee each time you fail to provide the mandatory Validation Documentation to us by the applicable deadline. We will notify you of the applicable deadline for each reporting period. We will also notify you if, based on your transaction volume, you have been identified as having obligations under our Data Security Operating Policy.</p>	

(Please note this may not be the exhaustive list)

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