

Terms and Conditions

Last Modified: March, 2017

Please review the following Terms and Conditions for using Online Merchant Services.

The following terms and conditions ("Supplement") supplement your Agreement for American Express® Card Acceptance ("Card Acceptance Agreement"). Please read them carefully before using American Express Online Merchant Services ("Service").

BY USING THE SERVICE OR BY INDICATING BELOW THAT YOU AGREE TO BE BOUND BY THIS SUPPLEMENT, YOU WILL ENTER INTO A LEGALLY BINDING AGREEMENT EFFECTIVE ON THE DATE THEREOF WITH AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., IF YOU ARE LOCATED IN THE UNITED STATES, OR WITH AMEX BANK OF CANADA, IF YOU ARE LOCATED IN CANADA. IF YOU DO NOT AGREE WITH THIS SUPPLEMENT, GO TO www.americanexpress.com/merchant, IF YOU ARE LOCATED IN THE UNITED STATES, OR TO www.americanexpress.com/canada, IF YOU ARE LOCATED IN CANADA, TO RETURN TO THE AMERICAN EXPRESS MERCHANT SERVICES HOMEPAGE. American Express Travel Related Services Company, Inc. and Amex Bank of Canada (collectively, "AXP") will not provide you the Service unless you agree as follows:

A. General Description of the Service / Internet Access Required

AXP provides the Service through a web-based interface, and provides you with access to information regarding your American Express merchant account ("Account"). The Service will enable you to review and manage Account information including, but not limited to, financial reconciliation information related to Charges you have submitted, Cardmember billing inquiries/retrieval requests or disputes/chargebacks related to your Account, and administrative information pertaining to your Account (the "Information"). Not all features of the Service are available to all merchants. The Information is solely for your own use and not for further resale or redistribution. AXP reserves any rights not expressly granted herein.

Your use of the Service in no way affects AXP's rights to Full Recourse under your Card Acceptance Agreement. In the event of an equipment, systems, or other communications failure, you agree to respond in writing and within the time frames set forth in your Card Acceptance Agreement to all Cardmember inquiries and disputes AXP may send you.

You must have access to the Internet to use the Service, and you are solely responsible for any and all costs associated with the purchase of a computer, as well as any and all fees associated with installation, maintenance and charges associated with your access to the Internet, including, but not limited to, telecommunication charges, high-speed cable access or digital subscriber lines. You are responsible for ensuring that your equipment is compatible with the Service.

B. Enrollment / Discontinuance of Paper Support / Prohibited Use of the Service

You must provide all information required on the enrollment form. By submitting the enrollment form and using the Service, you agree that an annual enrollment to the Service will be established in your name and in the name of your organization. You acknowledge and agree that AXP will automatically renew your annual enrollment unless you choose to cancel by contacting AXP at 1-800-374-2639, if you are located in the United States, or 1-866-846-8654, if you are located in Canada. Please Note: Canceling your Internet service provider account does not cancel your enrollment in the Service. You must contact AXP in order to cancel your use of the Service.

Except as otherwise described for CAP level accounts in Section D. below, you acknowledge that your enrollment in the Service will automatically discontinue hardcopy (paper) support for financial statements and customer dispute letters.

You further acknowledge that upon your initial enrollment, AXP requires 24 - 48 hours to make your Account information available via the Service. During this period you will not be able to review your Account information via the Service.

You agree to use the Service for lawful purposes only. You shall not post or transmit through the Service any material which violates or infringes in any way upon the rights of others, which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, or which, without AXP's express prior approval, contains advertising or any solicitation with respect to products or services. AXP reserves the right to take any appropriate action if AXP becomes aware of any use of the Service which AXP believes violates any law or is otherwise wrongful.

C. Global Technical Documents

The following applies to your access to the Global Technical Documents.

"Global Technical Documents" means the set of mandatory, conditional, and optional requirements related to connectivity to the American Express global network and electronic processing of American Express® Card charge and credit transactions, (sometimes called "specifications" in our materials), which we may update from time to time, and which we make available on the Merchant Site.

1. Grant of Limited License

American Express hereby grants you a limited, non-exclusive, non-transferable, royalty-free right and license to use the Global Technical Documents for a legitimate business purpose(s), which shall in all cases be limited to designing, manufacturing, marketing, distributing and selling products and services that involve processing transactions on, or otherwise facilitate a merchant's acceptance of, an American Express® Card ("Card-Related Products"). No rights are conveyed herein to create any derivative work based on the Global Technical Documents or any portion thereof or to modify them in any way without the express written consent of American Express.

Notwithstanding the grant of license above, American Express has and retains all rights, including copyrights, patents and other intellectual property or proprietary rights, in and to the Global Technical Documents, and you agree that you shall not, at any time, assert or claim any interest therein or make any use thereof except pursuant to and in compliance with these Terms of Use.

American Express reserves the right to terminate the foregoing license in the event you fail to comply with these Terms of Use.

2. Performance Standards

You shall use the Global Technical Documents only as set forth herein in connection with Card-Related Products, and you agree that all of your Card-Related Products will comply with, or be implemented according to, all applicable Global Technical Documents. American Express may modify the Global Technical Documents at any time (including by adding new terms or modifying or deleting existing terms) on at least 180 days' prior notice, which notice shall be deemed given at the time the modified Global Technical Documents are posted on the Merchant Site. You must implement all changes to the Global Technical Documents which are applicable to you and/or your Card-Related Products by the due date specified on the Merchant Site.

3. Prohibition on Use of Confidential Information for Testing

Your use of Card Member information is subject to the agreement under which such information was obtained. During the design, manufacture and testing of Card-Related Products, the use of live or production data or any Confidential Information including customer information, is strictly prohibited.

D. Passwords / Online Account Administrator

As part of your enrollment in the Service, AXP has or will provide you with a user-id and password to ensure that your sessions on the Service are secure. You are solely and entirely responsible for maintaining the confidentiality of your user-id and password. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account or conducted with your password. AXP reserves the right to interrupt or restrict your access to the Service, without notice to you, if we suspect fraudulent or abusive activity. AXP uses commercially reasonable efforts to maintain the security of the Service; however, you acknowledge and agree that there is no guarantee of absolute security of information that is communicated over the Internet.

E. Account Inactivity

We reserve the right, without notice to you, to suspend, terminate and/or purge any User ID that has not accessed or used the Service for a period of one (1) year or more from the date of last access or use. You acknowledge that in the event all User IDs for your Merchant Account are suspended, terminated and/or purged, you may not have access to the Services and, if you are receiving electronic statements instead of paper statements, you may be subject to a monthly paper statement fee.

F. CAP Level Accounts

If your Account corresponds to a merchant account number that is at the top of a merchant hierarchy ("CAP Level Account"), meaning that there are other dependent merchant accounts that are directly related to the CAP Level Account ("Dependent Locations"), and you are enrolling in the Service at the CAP Level Account, please read this section carefully to determine what affect your enrollment will have on hardcopy (paper) statements and the ability to review and manage the dispute process.

1. Hardcopy (Paper) Statements:

- If the CAP Level Account enrolls in the Service and all of the Dependent Locations are centrally paid by AXP to that CAP Level Account, all hardcopy (paper) statements for the CAP Level Account and all Dependent Locations will be automatically discontinued (as outlined in Section B above).

- If the CAP Level Account enrolls in the Service and all of the Dependent Locations are individually paid by AXP, the hardcopy (paper) statements for the Dependent Locations are not automatically discontinued. Each individually paid Dependent Location must enroll in the Service to discontinue their hardcopy (paper) statements.
- If the CAP Level Account enrolls in the Service and some of the Dependent Locations are individually paid by AXP and some of the Dependent Locations are centrally paid by AXP to that CAP Level Account, only the hardcopy (paper) statements for the Dependent Locations that are paid by AXP to the CAP Level Account will be automatically discontinued (as outlined in Section B above). Each individually paid Dependent Location must enroll in the Service to discontinue their hardcopy (paper) statements.
- In all cases, the CAP Level Account user will be able to view payment information for all Dependent Locations that the CAP Level Account wholly owns.

2. Managing the Dispute Process:

- If the CAP Level Account enrolls in the Service to Resolve Customer Disputes and elects to centrally manage disputes for all of the Dependent Locations, the hardcopy (paper) dispute notices will be automatically discontinued for the CAP Level Account and all Dependent Locations. You acknowledge that it is the responsibility of the CAP Level Account user to respond to all customer disputes for the CAP Level Account and all of the Dependent Locations.
- If the CAP Level Account enrolls in the Service to Resolve Customer Disputes and elects to have each Dependent Location manage its own disputes, the CAP Level Account user will not be able to manage any disputes related to the Dependent Locations. However, the CAP Level Account will be able to passively review customer dispute information for the Dependent Locations that are also enrolled in Resolve Customer Disputes. It is the responsibility of each Dependent Location to respond to its own customer disputes.
- The CAP Level Account user, and/or the Dependent Location user, is responsible for accessing the customer dispute list regularly to check for new items, and must respond to such customer disputes by providing AXP with all requested information regarding the inquiry or dispute. This information must be transmitted to AXP online. You will be required to mail or fax or electronically transmit (if AXP functionality is available) any supporting documentation necessary for resolution with the timeframes set forth in your Card Acceptance Agreement.

3. Courtesy E-Mail Notification of Customer Disputes:

AXP may, but is not obligated to, forward a courtesy e-mail to the CAP Level Account or Dependent Location user's designated e-mail address to inform such user that a customer dispute is available on the Service for review. AXP DOES NOT GUARANTEE THAT SUCH COURTESY E-MAIL WILL BE SENT FOR ALL CUSTOMER DISPUTES AND IS NOT RESPONSIBLE FOR ANY FAILURE TO FORWARD SUCH COURTESY E-MAIL. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY TO ACCESS THE SERVICE ON A REGULAR BASIS TO MANAGE AND RESPOND TO CUSTOMER DISPUTES.

G. Availability / Interruption

The Service is subject to transmission limitation or interruption. You acknowledge and agree that, although you will generally have access to the Service, access to the Service and/or the Information may not be available on a continuous basis and that the Service will be subject to periodic downtime to permit hardware and/or software maintenance to take place.

You acknowledge and agree that AXP is not responsible for performance degradation and delays due to conditions on the Internet or due to your equipment or the equipment or actions of your Internet service provider. You acknowledge that AXP shall not be liable to you if the Service is interrupted for any reason. If you are dissatisfied with the Service, you agree that your

sole remedy shall be to terminate this Agreement and/or cancel your use of the Service. AXP may terminate the Service at any time for any reason.

H. Fees

There presently is no annual fee that applies to your use of the Service; however, AXP reviews its fee policies from time to time and reserves the right to adjust the fees that apply to your use of the Service in its sole discretion at any time and from time to time. In addition, you acknowledge that some features of the Service may require you to subscribe to, and pay an annual fee for, such features. If additional fees apply for such features, you will be required to agree to pay such fees prior to your accessing them.

I. Representations

If you have Dependent Locations that accept the American Express® Card under the terms of your Card Acceptance Agreement, or avail themselves of a lower discount rate by participating in American Express® Card acceptance under your merchant hierarchy, then you acknowledge that your use of the Service may permit you to access information of the Dependent Locations if such Dependent Locations are integrated within the segment of your merchant hierarchy for which you are using the Service. If you are not legally authorized to access information of the Dependent Locations, then you should not utilize the Service. In the event that you have Dependent Locations, by agreeing to this Supplement and accessing the Service, you represent to AXP that you have the legal authority to access, review and utilize the information of the Dependent Locations.

If a Dependent Location(s) contacts AXP stating that you are not authorized to access, review and

utilize the information of such Dependent Location, then AXP will contact you to resolve the issue. If you do not respond to this inquiry within three (3) business days, then AXP reserves the right to immediately suspend your ability to access, review and utilize the information of such Dependent Location. You acknowledge that such suspension may cause an interruption of your ability to use the Service to manage your Account until the issue is resolved. If your access to the Service is suspended pursuant to this Section G, you will not be entitled to any refund of fee paid, if any, for the suspended time period.

J. Copyrights / Trademarks

The trademarks, logos and service marks ("Marks") displayed on the AXP website that you access to use the Service are the property of American Express Company, its subsidiaries and affiliates. You are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or sites on the World Wide Web without the written permission of its owner. All information and content including any software programs available on or through the AXP website or the Service ("Content") is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or in any way exploiting the Content, in whole or in part. You may access and use the Content available on or through the Service solely as contemplated under this Supplement. Any other commercial or public use of the Content is strictly prohibited.

K. Warranty Disclaimer / Limitation of Liability

I. No Warranties

THE SERVICE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION ACCESSED BY ANY MEANS THEREOF) IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO,

WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON- INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AXP MAKES NO WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS AND SHALL NOT BE LIABLE FOR THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY INTERRUPTION OF OR ERROR IN THE SERVICE UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, AXP'S NEGLIGENCE. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT USE OF THE SERVICE'S 'FRAUD REPORTING' FEATURE DOES NOT GUARANTEE AGAINST FRAUD, AND THAT AXP MAKES NO WARRANTY THAT SECURITY BREACHES WILL NOT OCCUR. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS SUPPLEMENT.

ii. Limitation of Liability for the Service

YOU ACKNOWLEDGE AND AGREE THAT AXP SHALL NOT BE LIABLE TO YOU FOR ANY CLAIMS, DAMAGES, LOSSES, OBLIGATIONS, COSTS OR EXPENSES OR OTHER LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM OR OTHERWISE PERTAINING TO: (I) ANY TERMINATION, SUSPENSION, DELAY OR DISRUPTION OF YOUR INTERNET SERVICE, (II) ANY FAILURE, DELAY, DISRUPTION OR MALFUNCTION OF THE SERVICE, THE INTERNET OR ANY COMMUNICATIONS NETWORK, FACILITY OR EQUIPMENT BEYOND AXP'S REASONABLE CONTROL, (III) ANY DAMAGES ARISING FROM YOUR FAILED ATTEMPTS TO ACCESS THE SERVICE, OR (IV) ANY DAMAGES ARISING FROM ANY FAILURE TO TRANSMIT, OBTAIN OR COLLECT DATA OR FOR HUMAN, MACHINE OR SOFTWARE ERRORS OR FAULTY OR ERRONEOUS INPUT BY YOU.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL AXP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF AXP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF AXP FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY YOU FOR USE OF THE SERVICE. BOTH AXP AND YOU AGREE THAT THE PROVISIONS OF THIS SECTION ARE OF THE ESSENCE OF THIS AGREEMENT AND THAT ABSENT SUCH LIMITATION OF LIABILITY, NEITHER PARTY WOULD HAVE ENTERED INTO THIS AGREEMENT.

L. Indemnity

You agree to indemnify and hold AXP, its parents, subsidiaries, affiliates, officers and employees, harmless from and against any claim or demand, including reasonable legal fees, made by any third party resulting from or arising out of your use of the Service (or the Service by persons using your password), any breach of this Agreement, or any negligence or willful misconduct with respect to your use of the Service, including your use of the Service's 'Learn About Your Customer' feature.

M. Force Majeure

Neither party shall be liable for non-performance due to acts of God, civil disturbances, strikes, power failures, telecommunications breakdowns, changes in applicable laws or regulations, fire or any other cause which such party cannot prevent by the exercise of reasonable diligence.

N. Assignment

AXP may assign all or part of our rights or duties under this Agreement without such assignment being considered a change to the Agreement, and without notice to you. AXP shall then be released from all liability. You may not assign this Agreement without AXP's prior written consent.

O. Entire Agreement / Severability/ No Waiver / Changes to and Termination of Supplement

This Supplement represents the entire agreement between AXP and you with respect to the subject matter hereof. If any part of this Supplement is found invalid, the balance of the Supplement shall remain enforceable. The failure of either party to enforce any rights granted by this Supplement or to take action against the other party in the event of any breach hereof shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. AXP may change or modify this Supplement, including Service features, for any reason upon advance notice. If you use the Service more than 15 days after notice of a change, you agree to such change.

P. Governing Laws

If you are located in the United States, then this Supplement is governed by and will be construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under its principles of conflicts of laws. Subject to any dispute resolution provision in your Card Acceptance Agreement, any action by either you or American Express Travel Related Services Company, Inc. will be brought in the appropriate federal or state court located in the County and State of New York and each of said parties consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

If you are located in Canada, then this Supplement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Q. Language - Canadian Merchants Only

This section applies only to merchants located in Canada. At the express request of the parties hereto, this Supplement has been prepared in the English language. Á LA DEMANDE DES PARTIES AUX

PRÉSENTES, LA PRÉSENTE ANNEXE A ÉTÉ RÉDIGÉE EN ANGLAIS.

When you enter the Service, you will be able to choose your language of preference (either English or French) and that language will be used for the duration of your online session.

NOTE - You must agree to the Terms and Conditions to enroll in Online Merchant Services. If you click "Cancel", your enrollment will not be completed.