

AMERICAN EXPRESS

Merchant Site Terms and Conditions

The Merchant Site is provided by American Express Payment Services Limited (referred to as “American Express”, “our”, “us” or “we”). These Merchant Site Terms and Conditions (“Merchant Site Terms”) govern you and your company’s use of the American Express merchant site made available at www.americanexpress.co.uk/merchant and use of the "Point of Purchase" section of the Merchant Site (the “Merchant Site” respectively).

Your access and use of the Merchant Site is also governed by our Website Rules and Regulations, our Online Privacy Statement and your Card Acceptance Terms and Conditions which together form part of the Merchant Site Terms and are a legally binding agreement with you.

Important Notice: *By accessing and using the Merchant Site, you are indicating that you have reviewed, understood and agreed to these Merchant Site Terms. Before registering for the Merchant Site, please read these terms carefully. If you do not understand or agree with any portion of these Merchant Site Terms, then YOU MUST stop using the Merchant Site.*

Defined terms have the meaning given to them in these Merchant Site Terms and the Card Acceptance Terms and Conditions.

Table of Contents

- A. The Merchant Site
- B. Authority and Capacity
- C. Your Merchant Agreement
- D. Changes to the Merchant Site Terms
- E. Profile Creation/Account Security
- F. Use of the Merchant Site
- G. Breach of Terms
- H. Reports
- I. Privacy
- J. Fees
- K. Intellectual Property
- L. Site Availability

- M. General Disclaimers and No Warranties
- N. Indemnity
- O. System Requirements & Access
- P. Online Dispute Resolution & Paperless Statements
- Q. Force Majeure
- R. Assignment
- S. Entire Agreement/Severability/No Waiver
- T. Alternative Dispute Resolution
- U. Additional Program Terms

A. The Merchant Site

On the Merchant Site you can access information about our merchant services, communicate with us and manage certain aspects of your merchant Account. For example, you can:

- i. review and manage your merchant account information, including information related to Charges you have submitted, Cardmember billing inquiries/retrieval requests, disputes/Chargebacks, banking account information (“Account Information”);
- ii. access various point-of-purchase materials;
- iii. view merchant-specific and industry reports and access industry content (“Reports”);and
- iv. find out more about our other products and services, promotions and marketing offers.

We change the features on the Merchant Site from time to time and not all features of the Services will be available to all merchants. “Services” shall mean providing merchants with access to and use of various point of purchase materials, marketing enrolment programs and other content, information, products and services.

The information and reports that are available on the Merchant Site are solely for your own use and not for further resale or redistribution.

After placing an order on the "Point of Purchase" section of the Merchant Site, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a confirmation e-mail. If we accept your order we will send you any all or part of the products ordered as and when they are available.

B. Authority and Capacity

You represent and warrant that:

- i. you are at least eighteen (18) years old;
- ii. you have the power, authority and capacity to agree to these Merchant Site Terms;
- iii. if you are using the Merchant Site on behalf of a business (for example, on behalf of your employer), such business has authorised you to access and use the Merchant Site and take any related actions;
- iv. you will not access or use the Merchant Site in any unlawful manner, for any unlawful purpose or in violation of these Merchant Site Terms or applicable laws, rules and regulations;
- v. any information you provide American Express will be true, accurate, current and complete;
- vi. you will update your information as necessary so that it remains true, accurate, current and complete.

C. Your Merchant Agreement

These Merchant Site Terms do not amend, modify or supplement your agreement for American Express® Card acceptance ("*Merchant Agreement*"). In the event of an inconsistency or conflict between or among your Merchant Agreement, these Merchant Site Terms, the Website Rules and Regulations and/or the Online Privacy Statement, the precedence shall be, first, your Merchant Agreement, then these Merchant Site Terms, then the Website Rules and Regulations, then the Online Privacy Statement.

Some other terms or disclosures may be presented to you when you enroll for, activate, access or use certain features of the Merchant Site (for example, notices that appear on a screen or in a pop up window), those additional terms will become part of your agreement with us if you use those features.

D. Changes to the Merchant Site & Terms

American Express may change these Merchant Site Terms at any time without notice to you, for example for security, regulatory or legal reasons, or to make improvements or changes to the Merchant Site or to make the Merchant Site Terms clearer. We will indicate that changes to these Merchant Site Terms have been made by updating the date indicated after "Last Modified" at the beginning of the Merchant Site Terms. If you continue to use the Merchant Site after the "Last Modified" date, you accept the new Merchant Site Terms. If you do not agree with any changes, you should not use the Services.

We may also make changes to the Merchant Site and its features at any time without notice to you (for example, we might withdraw some of the reports or communications capabilities on the Merchant Site).

We are not liable to you for any loss or damage you may suffer when we make changes to the Merchant Site or the Merchant Terms in the manner described above.

E. Profile Creation/Account Security

You must register and create an Account profile (including User ID and Password) in order to access the Merchant Site and the Services. You must provide all information required for your profile, all of which must be accurate, truthful and current. Your profile will include personal and business information. If we suspect that any information you provided is not authorised, correct, current or complete, we may refuse you access to the Merchant Site or any of its resources.

Dependent Merchant Accounts

If a merchant Account is registered to include related dependent merchant Accounts (for example, dependent locations), those dependent merchant Accounts will be automatically registered under the merchant Account.

Once that merchant Account has been registered, it must be accessed within 60 days to verify its registration. If this is not done, access to the Merchant Site may be withdrawn and the Account profile cancelled.

Not all features of the Merchant Site will be immediately available after successful registration. Some of the merchant Account Information will take 24 - 48 hours to appear. During this period, reviewing or managing merchant Account information via the Services will not be able to be done.

To cancel your enrolment with American Express Online Merchant Services, you must call 01273 675533 (Monday to Friday, 8am to 6pm & Saturday, 9am to 5pm). Please note that cancelling your Internet Service Provider (ISP) Account does not automatically cancel your enrolment in this service. **The Merchant Site must be accessed at least every 12 months to keep it active. If it is not, access to the Merchant Site and its features will be cancelled and re-registration and the creation of a new Account will be required.**

Keep Your User ID & Password Safe

You must safeguard your User ID and Password. You must not share or disclose your user-id or password with anyone else or allow anyone to use your user-id and password to gain access to the Service or your Account profile. You must promptly notify us of any unauthorised use of your user-id or password. You are solely responsible for any and all activity conducted on this Merchant Site, including, without limitation, your use of the Services with your password and/or using your Account, including any and all applicable purchases and charges incurred up to the time that your use of the Services are terminated.

While American Express uses commercially reasonable efforts to maintain the security and integrity of the Merchant Site, you acknowledge and agree that there is no guarantee of absolute security of information that is communicated through the Merchant Site or over the Internet.

F. Use of the Merchant Site

You may only access and use the Merchant Site solely as contemplated under these Merchant Site Terms. You agree to use the Merchant Site for lawful purposes only, and solely for your own company's

use and benefit, and not for resale, redistribution or other transfer or disposition to, or use by or for the benefit of, any other person or entity.

You agree not to use, transfer, distribute, or dispose of any content, information or materials you access on the Merchant Site in any manner that could compete with our business.

G. Breach of Terms

If you breach these Merchant Site Terms, we may block your access to the Merchant Site or cancel your Account. We reserve the right to interrupt or restrict your access to the Merchant Site or any Service, without notice to you, if we suspect fraudulent or abusive activity or to ensure the security and integrity of the Merchant Site or any Service.

H. Reports

You agree to treat all Reports and their contents ("*Confidential Information*") confidentially. You must not disclose Confidential Information to any other person or entity, or (ii) use either directly or indirectly any such information for your own benefit or the benefit of any other party, unless you have our written consent. Access to Confidential Information should be limited and disclosed to employees and agents of the business on a "need to know" basis. You shall be responsible for any breach of confidentiality by any other person or entity to whom you have disclosed the Confidential Information.

I. Privacy

We collect various types of information from you as part of the registration process for the Merchant Site including your name and email address. Some of this information may be personal information. We use your personal information to verify your identity, ensure you are authorised to enrol for the Merchant Site and generally to manage your access to the Merchant Site and content. We will use your contact details to communicate with you about the merchant Account and your use of the Merchant Site. We may also send you information about new products and services, and various offers and promotions. You can opt-out of receiving direct marketing communications by:

- calling American Express on 01273 675533 , 9am-5pm during Monday to Friday (excluding public holidays); or
- clicking the 'UNSUBSCRIBE' link in our marketing emails.

For more information about our privacy practices, see our online [Privacy Statement](#) .

J. Fees

There presently is no fee that applies to your registration for the Merchant Site. AXP reviews its fee policies from time to time and reserves the right to in its sole discretion adjust the fees that apply to your use of the Merchant Site.

K. Intellectual Property

You acquire no rights or licenses in or to the Merchant Site other than the limited non-exclusive right to use the Merchant Site in accordance with these Merchant Site Terms. Should you choose to access, order or download content from the Merchant Site (for example, Reports) you may do so pursuant to these Merchant Site Terms.

Intellectual property laws protect information and content available on or through the Merchant Site. Those laws cover the Reports, any software programs, documents, graphics, information, content or other materials, other than your posts ("*Service Content*").

With respect to the Merchant Site any the Service Content, except as permitted below, you are prohibited from doing any of the following:

- modifying,
- reproducing or copying,
- distributing,
- transmitting displaying or publishing,
- selling,
- licensing or sub-licensing,
- reverse engineering,
- creating derivative works,
- incorporating it into any information retrieval system,
- deep linking or framing,
- otherwise using in any manner or for any commercial or public purposes.

Provided you comply with these Merchant Site Terms and intellectual property laws, we grant you a limited non-exclusive right to access and use the Merchant Site and Service Content for purposes solely related to your business' acceptance of American Express cards as a form of payment. We can revoke these rights and you cannot transfer or sub-licence them.

Except for the limited rights granted here, we reserve all rights, title, and interest in and to the Service Content and the Merchant Site.

L. Site Availability

There may be times when access to the Merchant Site is temporarily unavailable due to periodic hardware and/or software maintenance. American Express is not responsible for interruptions or delays on the site and your only remedy is to return to the Merchant Site one the Merchant Site is available again.

M. General Disclaimers and No Warranties

Access to the Merchant Site and Service Content is provided as a complimentary part of your business relationship with us in your capacity as a merchant. American Express will use reasonable skill and care in providing the Merchant Site and Service Content to you, but otherwise they are provided "as is" and

on an "as available" basis. To the greatest extent permitted by law, we provide them without warranties, guarantee or conditions of any kind. American Express makes no warranty that security breaches will not occur.

You are not obliged to use the Merchant Site and may continue to interact with us offline. If you do however choose to use the Merchant Site, you expressly agree that your use of the Merchant Site and Service Content is at your own risk.

N. Indemnity

You agree to indemnify American Express, its parents, subsidiaries, affiliates and licensees and their respective officers, employees and agents, from any claim, demand, damages, liabilities, costs and expenses, including reasonable legal fees, resulting from or arising out of your use of the Services, including, but not limited to: (i) breach of these Merchant Site Terms; (ii) negligence with respect to your use of the Services; (iii) any third party claim or damage caused by your use of the Service, such as infringement of any intellectual property rights of the relevant owner, or breach of privacy laws; (iv) any alterations or unauthorised use of the Services by you or someone using your Account.

O. System Requirements & Access

You are responsible for obtaining and maintaining appropriate internet access, all required telecommunications and computer hardware and equipment needed to access and use Merchant Site. You must ensure that your internet access and connection is secure, safe and free from interference. You are responsible for ensuring that your software and hardware is compatible with the Services. Some content made available through the Merchant Site will require Adobe® Reader® to view. Before downloading such content, if you do not have the required version of Adobe please go to <http://get.adobe.com/reader> to download the software subject to the terms and conditions of that site.

We are not liable if anything interrupts, prevents, or affects any of your transmissions, communications, posts, or transactions or other activities on or through the Merchant Site, or if anything interference with the integrity of any transmission. For example, we are not responsible for:

- unavailable wired or wireless service,
- failed, interrupted or misdirected communications,
- network delays,
- coverage limitations,
- system outages, or
- connection interruptions.

P. Online Dispute Resolution & Paperless Statements

On the Merchant Site, you can select to:

- i) receive Account statements online ("Paperless Statements"); and
- ii) manage your Disputes with us online ("Online Dispute Resolution").

Paperless Statements

By selecting Paperless Statements, we will no longer send you paper statements in the mail.

Dependent Merchant Accounts

If you (as the parent location), have merchant Account access that includes related dependent merchant Accounts (for example, dependent locations), then the following will apply if you enroll in Paperless Statements:

- i) For dependent merchant Accounts that are individually settled by us, the dependent merchant will continue to receive paper statements in the usual way. Each dependent merchant must enroll separately for Paperless Statements;
- ii) For dependent merchant Accounts that are centrally settled by us with you, they will be enrolled for Paperless Statements and will stop receiving paper statements.

In all cases, the parent locations will be able to view payment information for all Dependent Locations that the parent location Account wholly owns.

Online Dispute Resolution

If you select Online Dispute Resolution, we will no longer send you paper dispute notices by mail to you and you agree to communicate with us exclusively online using the Merchant Site. It is your responsibility to access the Merchant Site to view new disputes and to respond to those disputes by providing us with all requested information.

All dispute information must be sent to us online through the Merchant Site. Any supporting documentation will need to be provided to us in accordance with the timeframes set forth in your Merchant Agreement with us.

If you cannot use the Merchant Site at any time to communicate with us or to manage your dispute, then you must contact us in writing in accordance with the time frames set out in your Merchant Agreement. Your use of the Merchant Site in no way affects our right to Chargeback under your Merchant Agreement with us.

Dependent Merchant Accounts

If you have merchant Account access that includes related dependent merchant Accounts (for example, dependent locations), then you will have the option to enroll dependent merchant Account in Online Dispute Resolution and nominate the dependent location as the party responsible for handling disputes for the Dependent Location.

Q. Force Majeure

American Express shall not be liable for non-performance due to acts of God, acts of terror, civil disturbances, strikes, power failures, telecommunications breakdowns, changes in applicable laws or regulations, fire or any other cause which we cannot reasonably prevent or foresee.

R. Assignment

American Express may assign all or part of our rights or obligations under these Merchant Site Terms without such assignment being considered a change to these Merchant Site Terms and without giving notice to you.

S. Entire Agreement / Severability/ No Waiver

These Merchant Site Terms and the incorporated Website Rules and Regulations and online Privacy Statement represent the entire agreement between American Express and you with respect to the Merchant Site.

If any part of these Merchant Site Terms are held by a court of competent jurisdiction to be void, contrary to law or for any other reason unenforceable, then such provisions will be construed, as nearly as lawfully possible, to reflect the intentions of the parties and the balance of these Merchant Site Terms shall remain enforceable. The severance of any void, unlawful, or otherwise unenforceable section from these Merchant Site Terms, shall not affect the validity or enforceability of any remaining provisions herein.

Our failure to exercise or enforce any right or provision of these Merchant Site Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

T. Alternative Dispute Resolution

American Express will try and handle all claims and disputes that arise out of or are related to these Merchant Site Terms as efficiently and fairly as possible. You agree to negotiate with us in good faith, and failing agreement, to submit the claim or dispute first to non-binding mediation.

If the dispute cannot be resolved through mediation, then the dispute will be handled subject to and in accordance with the Dispute Resolution provisions in the Merchant Agreement.