



Corporate Travel Account

1. Acceptance

Before you use the American Express Corporate Travel Account, please read this Terms and Conditions very carefully. If you are willing to be bound by these Terms and Conditions you may commence using your Corporate Travel Account. This Terms and Conditions binds your Company who, and as stipulated at the time of applying for the Corporate Travel Account, will be liable for all Charges as set out below.

2. Definitions

- a) In this Schedule the word Account means the American Express Corporate Travel Account established in your company name under the following Terms and Conditions and any other provisions, which we may provide to you from time to time whether accompanying any Account related card or separately, all forming the Agreement governing the Account.
- b) The words 'you' or 'your' mean the company, firm, partnership or organization named on the Application Form as requesting the Account in its name.
- c) The word 'User' means the individual(s), group or department named on the Application Form and, where applicable, on the Authorized Users Schedule, as being able to incur charges on the Account.
- d) The words 'we' or 'our' and 'us' refer to Amex (Saudi Arabia) Limited or its successors.
- e) All amounts charged to an Account, including any collection administrative charges, are referred to as 'Charges. Charges may in certain cases, on your instruction, be prepared and / or completed by either us or the service establishment without your signature or express approval if the charge is incurred by telephone, mail order or electronically transmitted. It is agreed by you that such Charges will be binding on you.

3. Corporate Travel Account Use

- a) You undertake that the User(s) is(are) authorized and able to carry out the terms of this Agreement, and to incur Charges on your behalf.
- b) The User(s) is (are) the only person(s) who may use the Account bearing your name for Charges.
- c) You will be solely liable for all Charges incurred on the Account, whether or not you or your user(s) sign a record of the Charge.
- d) Those users who purchase their ticket for an air, land or water public conveyance using the Account will benefit from Corporate Travel Accident benefit, subject to policy terms*.
- e) Those users who are existing American Express Cardmembers, and purchase their ticket for an air, land or water public conveyance using the Account can benefit from a Travel Inconvenience benefit for delayed or cancelled flights, missed flight connections, denied flight boarding and delayed baggage, subject to policy terms*.
- f) You must notify us immediately if you suspect that the Account is being used without your proper authorization. You will remain responsible for any misuse of your Account until you properly suspend the Account by properly notifying us in writing to do so and after enabling us to perform such suspension of Account through the available system resources within a reasonable response time not less than 24 hours from our receipt of your notification.
- g) The Account can be only used between the Company and one designated Travel Agent as named on the Application Form. The Account is not transferable. Charges may not be incurred under this Agreement with any other Travel Agent or service establishment even though such establishment may accept the American Express



card. By signing the Application Form you irrevocably instruct us to pay the Travel Agent in accordance with our internal rules the amounts debited to your Account on the basis of orders and reservations made by the User(s).

- h) No cash advances in any currency can be charged to the Corporate Travel Account.

4. Billing

- a) Whenever there is a balance due to the Account, a monthly statement will be sent to you showing all Charges made on the Account. You are kindly requested to promptly and thoroughly review the statement and to notify us in writing of any item or amount you consider false or has been included in your statement by error, along with any reasonable evidence to support your claim, all within a period of ten days upon issuance of your statement wherein the objected amount has appeared for the first time, failing which, no claim could be made beyond the expiry of such period and consequently, the statement balance amount shall be deemed final and constituting a due and matured debt on you. [The 10-day period given in this document is below the minimum required by SAMA, which is 30 days]
- b) You must inform us in writing immediately of any changes of billing address.
- c) A belated entry of Charges in the statements shall not give rise to any claims or defenses against us.
- d) If the Travel Agent gives a refund it will be credited to the Account only after we have received a properly issued refund from the Travel Agent.

5. Foreign Charges

All Charges that are incurred in currencies other than the billing currency of your Account will be converted to your Account's billing currency. Unless the applicable law requires a specific conversion rate, we will use conversion rates based on inter-bank rates, which we select from customary industry sources on the business day prior to the date of processing the Charge. We may add a nominal conversion fee as determined by us from time for time. The conversion will be made on the date of processing the Charge and not on the date the Charge was incurred. The conversion rates may vary accordingly.

6. Payment

- a) You are liable to pay for all Charges incurred on the Account by a duly authorized user without limitations as to time or amount or other reason whatsoever.
- b) All Charges are due for payment in full, immediately upon your receipt of our monthly statement. You must pay us in your billing currency. However, any payment made in another currency, if accepted by us, will be converted into your billing currency. This may delay the credit to the Account and may involve charging of conversion costs.
- c) We may, at our discretion, accept late or partial payments (described as being a payment, which is less than the amount billed). In doing so we do not waive or consent to vary any of our rights under this Agreement or under the law.
 - a) It is, however, understood and agreed upon that we will charge you our customary collection administrative charges as applicable from time to time but not exceeding 2.5% of all outstanding sums. These collection administrative charges will be billed for any outstanding due balance which is not fully and timely settled to us within 23 days from the Account statement date and shall recur each 30 calendar days for so long as any due amount remains outstanding. We may also, at our sole discretion, amend the collection administrative charges giving you prior written notice of at least 30 days.
 - b) We may charge you with our full costs and charges incurred whether in respect of any Cheque sent to us by you or your representative which is not honored for its full amount or in respect to any reference of any amount



outstanding to a third party collector, without prejudice to any right or remedy which we are entitled to exercise in the event of such unpaid Cheque(s).

- d) Payments will be credited to your Account only when we realize the payment in our accounts in good funds.

7. Queries

- a) If you have any queries about your monthly statement, you must inform us immediately by contacting our CTA Customer Services Team the details of which have been provided to you at the time of your application.
- b) In all circumstances, payment is required of the full amount shown on your monthly statement.
- c) Any complaints or disagreements between you and the Travel Agent shall be settled by you directly with the Travel Agent. Such complaints or disagreements shall not release you from your obligation to pay the amount of the Charges shown on the statement in accordance with this Agreement.
- d) We decline all liability for the Travel Agent's performance or conduct.

8. Account Cancellation

- a) We are entitled the right to revoke at anytime your right to use the Account whether entirely or in respect of any particular transaction at our absolute discretion and without giving you prior notice or justifications. We are also entitled to change any limits assigned to your Account without any prior notice and will not be liable if we refuse to authorize any Charge.
- b) You must not use the Account after cancellation or expiry. However, you will continue to be liable for any Charges that were incurred on your Account up to the date of cancellation or expiry.
- c) The full amount owed to us will immediately become due and payable if we cancel / close the Account, if any of the terms of this Agreement are breached, if you are provisionally or finally placed under judicial management / receivership / liquidation or if you default on any of your other credit facilities,
- d) You agree that we may inform the Travel Agent or any other service establishment that we have closed / cancelled your Account and you will not have any claim against us if we have given this information.

9. Change of Agreement

- a) We may unilaterally change and/or update this Agreement at any time and inform you accordingly by a three days prior written notice upon expiry of which the changes shall take effect. It is however clearly understood and agreed upon that by using or keeping the Account after receipt of the aforementioned notice, you automatically express your full acceptance of any change which we have performed to the agreement and your absolute abidance by the new provisions contained in the modified agreement
- b) If you do not totally accept such changes, you are requested to terminate this Agreement by notifying us in writing that you wish to cancel the Account .You shall however remain liable for all charges incurred up to the date of cancellation, in addition to any due amounts there under

10. Confidentiality

Both parties undertake during the continuance of the Agreement, and after its termination to keep confidential all information concerning each other's business and each other's clients (hereinafter called "Confidential Information") which may come into either party's



possession as a result of this Agreement and not to disclose any Confidential Information to any third party except in the performance of this Agreement. Any Confidential Information may be used by either party for any purpose or disclosed to any person to the extent that it is at the date hereof, or hereafter, becomes public knowledge through no fault of either party or, it is required pursuant to a court order governmental or other authority or regulatory body.

11. Data Protection

Notwithstanding the Confidentiality provisions of Clause 9, you understand and agree that we will:

- a) Disclose information about, your company and the Services selected, to the extent necessary to perform the services, to computerized reservation systems, to airlines and other suppliers to travel and travel-related services, to companies within our group of companies world-wide (including its appointed representatives and licensees) and receive said information from such parties for the provision by us of the services as contemplated by this Agreement;
- b) Disclose information about your company and how you use the services to your bank or the payment systems organizations selected by you to the extent necessary to permit the invoicing of and payment for the services;
- c) use, process, and analyze information about how your company use the services to develop reports, to enable you to maintain effective travel policies and procedures. The information used to develop these reports may be obtained from specified sources such as computerized reservation systems, airlines and other suppliers of travel and travel-related services and from our appointed representatives, licensees, agents and suppliers. We use advanced technology and well-defined employee practices to help ensure that you and your employees' information is processed promptly, accurately and in confidence; these reports shall be returned to you as soon as this Agreement is terminated and may not be used or disclosed by us after this Agreement has been terminated;
- d) Keep information about your company's only for so long as is appropriate for the purposes of this Agreement or as required by applicable law; all of the aforementioned information shall be considered your exclusive property
- e) Disclose information about your company Account to SIMAH, any other regulatory body or to any other agency approved by the Saudi Arabian Monetary Authority;
- f) Obtain information about your company's other credit facilities from SIMAH, any other regulatory body or any other agency approved by the Saudi Arabian Monetary Authority and
- g) Undertake all the above both within and outside Saudi Arabia. This includes processing your company' information in the United States of America and other countries outside the European Union in which data protection laws are not as comprehensive as in the European Union. We undertake that we have taken and shall always take appropriate steps to ensure that your company's' information will have the same protection in the United States of America and the other countries outside the European Union as such information would have within the European Union.

12. Privacy and Applicable Law

- a) You agree to comply with all applicable exchange control regulations issued from time to time.
- b) This agreement all matters arising out of the issue or use of your company's Account are subject to the laws of the Kingdom of Saudi Arabia, including but not limited to, the Committee for Settlement of Banking Disputes of the Saudi Arabian Monetary Agency (SAMA), and the court of jurisdiction shall be at our sole option. You agree, however, that we may carry on collection procedures in any other jurisdiction of our



discretionary election including any jurisdiction within which you may be found resident or domiciled from time to time.

* We make various benefits available to Corporate Cardmembers and Corporate Travel Account travelers. These benefits derive from contracts, which we have made with third parties, which we are free to amend, extend or terminate at our sole discretion. These benefits do not form part of our contract with you but we will aim to inform you 30 days in advance of any changes to the available benefits, which may be to the detriment of you, the Corporate Cardmembers or Corporate Travel Account travelers. One of the benefits currently available is the benefit of contracts of insurance made between certain insurers and us. Corporate Cardmembers and Corporate Travel Account travelers will lose these benefits if they cease to be a Corporate Cardmember or you cease to be a Corporate Travel Account holder. Exclusions apply.

** Full details of the insurance benefits currently available are contained in the Summary of Benefits document received by you upon successfully opening a Corporate Travel Account. Please note that the discontinuation of any of these benefits will not release you from your obligations with respect to making payments on your Account as specified in this Agreement. Exclusions apply.