

Cardmember Agreement – Joint and Several Liabilities

1. ACCEPTANCE

- a. Before you sign or use the American Express Corporate Card, please read this Agreement very carefully.
- b. If you are willing to be bound by this Agreement, please sign the Card immediately. If you sign or use the Card, you are deemed to agree to the terms and conditions in this Agreement in all respects.
- c. This agreement binds both you and your company and as stipulated at the time of applying for the Corporate Card, who will be liable for charges as set out in clause 3(b).
- d. You must use the Card only during the validity period embossed on the front of the Card.
- e. If you do not wish to be bound by this Agreement, please destroy the Card by cutting it in half and confirm in writing your wish to cancel the account. If you fail either to sign the Card or to cut it in half and return it to us as aforesaid, you and/or your company will be liable in any event for any unauthorized use thereof by any other party subject to the provisions of clause 10, which will be applicable in such circumstances.

2. WORDING

- a. Throughout this Agreement the word "Card" means the American Express Corporate Card issued to you on a Corporate Card account.
- b. The Card specially issued in case of loss, theft, mutilation and non-arrival is referred to as the "Replacement Card".
- c. The words "you" and "your" means the Cardmember, that is the person named on the Card issued. The words "we", "our" and "us" refer to Amex (Saudi Arabia) Ltd. or its successors. The Corporate Card account holder referred to as "your company" is the company, business or firm in whose name an account is held with us and who has authorized the issue of the Card to you.
- d. All amounts charged to an account including the enrolment, annual Basic and any other Card fees or any liquidated damages, are referred to as Charges.
- e. Firms and organizations accepting the American Express Cards for goods or services are referred to as Service Establishments.
- f. The form you sign giving details of each charge incurred by you with a Service Establishment is referred to as the Record of Charge. It may in certain cases, on your instruction, be prepared and/or completed by either us or the Service Establishment without your signature or any imprint of the Card, if the Charge is incurred by telephone, mail order, or electronically transmitted. It is agreed by you that such a Record of Charge is binding on you and/or your company.

3. CARD USE

- a. You are the only person who may use the Card bearing your name for charges, for identification or for any other purposes. The Card is issued to you solely for the purchase of goods and services on behalf of your company.
- b. You and your company are jointly and severally liable for all charges incurred on the Card issued to you, whether or not a Record of Charge is signed by you.
- c. You undertake not to re-sell or return for cash refund any goods, tickets or services obtained with the Card. But goods or tickets may be returned to a Service Establishment for credit to your Cardmember account, if the Service Establishment permits such returns.
- d. If you use the Card to buy insurance, you empower us to pay premiums on your behalf and you undertake to repay us accordingly. You must tell the insurer in writing if you wish to stop making payments.
- e. Service Establishment owners, who are Cardmembers, are not allowed to use their Cards in their own Service Establishments.
- f. You undertake to safeguard the Card against damage, loss, theft or misuse and to maintain it at all times in a safe place. You will be responsible for any loss, claim or damage resulting from your failure to do so and subject to the provisions of clause 10 (c) below.
- g. We may refuse at our discretion and without prior notice any request for authorization of any charge.
- h. Amex (Saudi Arabia) Ltd. shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of decline of a charge by a Service Establishment.
- i. If Amex (Saudi Arabia) Ltd. becomes aware of suspicious fraudulent transactions or requests being made or attempted on the Card, it reserves the right to block the available limit in the Card. This measure is being taken to safeguard your interest as well as Amex (Saudi Arabia) Ltd.

4. LIMIT

- a. Individual monthly card limit is set by your company at the time of applying for the Corporate Card, and is subject to Amex (Saudi Arabia) Ltd approval. Limit can be increased or decreased based on written notification from your company subject to approval by Amex (Saudi Arabia) Ltd. Amex (Saudi Arabia) Ltd. may at its sole discretion, reduce or cancel the credit limit where the minimum payment due has not been received by the payment due date.
- b. Cash withdrawal limits will be at the sole discretion of Amex (Saudi Arabia) Ltd. and subject to change from time to time without prior notification.

5. BILLING

- a. We will regularly issue and put at your disposal a monthly statement so that you know how much you owe us on your Account, if you are individually billed,, or to your company if you are centrally billed. You and your company are liable for payment under paragraph 3(b) above.
- b. If you are on direct debit with your own or your company's bank account, the bank will also receive a monthly summary of charges and will use the summary to directly debit your own or your company's bank account. You and your company remain liable as in clause 3(b) above.
- c. You must advise us immediately in writing of any change in your billing address.

6. FOREIGN CHARGES

All Transactions including Cash Withdrawals, incurred in currencies other than the billing currency of the Card account ("Non-Billing Currency"), will be converted into the Card accounts billing currency ("Billing Currency"). Unless a specific conversion rate is required by the applicable laws, the American Express Global Network will use conversion rates based on interbank rates which they select from customary industry sources on the business day prior to the date of processing the transaction.

A nominal conversion fee of 2.5% on the converted amount will be added by Amex (Saudi Arabia) Ltd. ("Amex"), the Issuer of your Card. The conversion will be made on the date of processing the transaction which may not be the same date when the transaction was made since this depends on the time when the transaction was submitted to American Express Global Network. The conversion rates may also vary accordingly. At the time of conversion, all transactions which are incurred in currencies other than US Dollars will be converted to US Dollars before being converted to the Billing Currency. Amounts converted by independent third parties are billed as converted by them.

7. FEES

- a. If the amount due is not paid by the payment due date, a late payment fee of US\$40 (or SAR 150) or 2.50% of the statement balance, whichever is higher, will be debited to your Account on the last day of the billing cycle.
- b. If your Card Account is set up on Direct Debit through your bank and your bank returns a direct debit payment due to insufficient funds in your bank account to cover the amount due, we will charge you US\$40 or SAR 150, plus any incurred costs.
- c. We may charge you or your company with our full costs incurred in respect of any payment sent to us by you, or on your behalf, which is not honored for its full amount, subject to a minimum of US\$40 or SAR 150, and in respect of any reference to your account to a third party collector.
- d. If you have a credit balance in your Account, and your company requires Amex (Saudi Arabia) Ltd. to refund this credit balance, then we will charge a fee of US\$27 or SAR 100 for processing the credit refund.

- e. A charge of 5% of the amount withdrawn (subject to a minimum of US\$15 or SAR 55) will be charged and billed to your Card Account along with the amount you have withdrawn. At all times, you and your company shall be jointly and severally liable for all transactions and charges in connection with such use.
- f. A processing fee of US\$15 or SAR 56.25 will be charged for any overseas payment made to the card account through designated overseas American Express offices.
- g. We reserve the right, at our discretion to debit your Card Account with a fee of US\$40 or SAR 150 to cover our investigation costs for the disputed Charge. However, should our investigation reveal that the Charge does not relate to you in any manner, we will credit your Account for the disputed Charge and absorb the investigation fee
- h. Upon your or your company's request, we will provide you with reprints of your monthly Statement of Account (when available). There will be no charge for the first three months requested. Any requests for additional months will be charged at a fee of US\$10 or SAR 40 per statement.
- i. We will charge you a Transaction Fee for Emergency cash on card. A charge of 5% or US\$15 or SAR 56.25 whichever is higher will be charged and billed to your Account along with the amount you have withdrawn.
- j. Membership rewards program is optional, and the annual subscription fee for enrollment is US\$50 per card, which will be added to your statement of account.

8. PAYMENT

- a. If you are a Cardmember who is individually billed and who settles the monthly statement directly with us, the settlement of your monthly balance is governed by the following procedure:
 - i. All charges are due for payment in full immediately on receipt of your monthly statement. You must contact us immediately if you do not receive your statement on the expected date.
 - ii. You must pay us in your billing currency. However, any payment made in another currency, if accepted by us, is converted into your billing currency. This may delay the credit to the account and will involve the charging of conversion costs.
 - iii. We may, at our discretion, accept late or partial payment described as being payment in full or payment in settlement of a dispute. But in doing so we do not waive or consent to vary any of our rights under this Agreement or under the law.
 - iv.
- b. If you are a Cardmember who is individually or centrally by your company billed and your company settles centrally the monthly statement with us directly, the settlement of your monthly balance is governed by the following procedure:
 - i. All charges are due for payment in full immediately on receipt of the central monthly statement by your company. Your company must contact us immediately if your company does not receive your statement on the expected date.
 - ii. Your company must pay us in your billing currency. However, any payment made in another currency, if accepted by us, is converted into your billing currency. This may delay the credit to the account and will involve the charging of conversion costs.

- iii. We may, at our discretion, accept late or partial payment described as being payment in full or payment in settlement of a dispute. But in doing so we do not waive or consent to vary any of our rights under this Agreement or under the law.
- c. If you are a Cardmember who holds a Card that is set up on Direct Debit with your own or your Company's bank, settlement of your monthly balances is governed by the following procedure:
- i. The financial institution your Card Account is set up on Direct Debit with will be advised monthly by us of the total Card charges.
 - ii. The financial institution will automatically settle the Card charges in full on your or on your company's behalf by debiting your own or your company's account within 20 days from the day the said financial institution receives your Card Account Summary of Charges, provided there are sufficient funds in your own or your company's account.
 - iii. You or your company will receive under separate cover a monthly Statement showing the charges for which you or your company's financial institution will be debited.
 - iv. According to the Agreement between Amex (Saudi Arabia) Ltd. and the participating Card financial institutions, your Card account may be automatically cancelled if your Card charges are returned unpaid by you or your company's financial institution. We shall not be liable for any direct or consequential loss or damage whatsoever that may arise as a result of such cancellation.
 - v. If your Card charges are returned unpaid by your own or your company's financial institution resulting in the cancellation of your account, we may at our discretion accept late or partial payment described as being payment in full, or payment in settlement of a dispute. But in doing so we do not waive, or consent to vary any of our rights under this Agreement or under the law.
- d. We reserve our right to take criminal proceedings in the event of a cheque being stopped or dishonored.
- e. If you are the sole proprietor of a Service Establishment (according to our records), you hereby authorize us to stop payments made payable to you or to your Service Establishment should your Card account become overdue for any amount.
- f.
- g.

9. QUERIES

- a. If you or your company have any queries about the charges appearing on the statement, you or your company must contact us immediately, and in any event, not later than one month after the statement date. If you or your company fail to notify us within that period, we shall be entitled to assume that you agree to the correctness of the statement. The address to write to is Amex (Saudi Arabia) Ltd., P.O. Box 6624, Riyadh 11452, Saudi Arabia, Tel: Toll Free 800 440 0004 or (+966 1) 474 9034.

- b. Unless required by law, we are not responsible for goods or services charged to the Card. In all circumstances, you and/or your company must pay us the full amount shown on your billed monthly statement. Any dispute should be settled with the Service Establishment concerned.
- c. We are not responsible for:
 - i. Any non acceptance of the Card or the way the Card is accepted or not accepted.
 - ii. Any failure to carry out any obligations under this Agreement if this is because of systems failure, data processing failure, date processing failure, industrial dispute or any other event outside our reasonable control.
 - iii. Any indirect, special or consequential damages arising under this Agreement.
- d. Whilst we do not guarantee the resolution of any queries relating to the charges, it is most unlikely that we will be able to resolve any queries relating to charges of more than 90 days old.

10. CASH WITHDRAWAL If you use the Card in a machine which dispenses American Express Travelers Cheques or any other goods or services, we accept no responsibility for any loss either direct or consequential that you may suffer, but we will re-credit amounts improperly debited to your Card account. If your company enrolls your Card in the Express Cash Service, we will charge you a transaction fee for cash withdrawals.

11. LOST CARDS

- a. You or your company must tell us immediately if the Card is lost, stolen, mutilated or not received when due. You or your company must tell us if you suspect that the Card is being used without your or your company's authorization. The address to write to is Amex (Saudi Arabia) Ltd., P.O. Box 6624, Riyadh 11452, Saudi Arabia, Tel: Toll Free 800 440 0004, (+966 1) 474 9034 or Fax 01 474 3442. As long as you or your company do this and we receive your written notice, you will not be responsible of losses, which result from someone else using the Card. However, you and your company will be responsible for all Transactions (including Cash Withdrawals) made using the Card by anyone who obtained possession of it with your permission.
- b. You hereby indemnify Amex (Saudi Arabia) Ltd. fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card by unauthorized third party, in the event that (a) it is lost or stolen and such event is not reported to Amex (Saudi Arabia) Ltd. or (b) it is lost or stolen and misused before Amex (Saudi Arabia) Ltd. is informed. The maximum liability in this case will be the available credit limit or the total value of unauthorized transactions whichever is lower. If you have a credit balance in your Account then the 'available credit limit' will include both the credit limit and the credit balance outstanding in the Account.
- c. If you subsequently retrieve the Card reported missing, you must not use it. Cut it in half, if in doubt please contact us.
- d. Provided you and your company have in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of Amex (Saudi Arabia) Ltd. at the applicable fee.
- e. You hereby undertake, should we so require, to give us all information in your and/or your company's possession as to the circumstances of the loss, theft or unauthorized use of the Card which we may disclose at our discretion.

12. RENEWALS

- a. You authorize us to renew the Card before the expiry of the current Card.
- b. We will continue to renew the Card in this way until you or your company asks us to stop.
- c. We reserve the right to stop renewal of your Card should we deem it necessary and without any prior notice.
- d. At the renewal date we shall automatically debit your Card account with the annual fees which we shall adjust from time to time. You and/or your company hereby agree to pay such fees.

13. CARD CANCELLATION

- a. The Card remains our property and you must return it to us on demand. We may revoke your right to use it entirely or in respect of a particular transaction at any time at our absolute discretion and without giving you notice.
- b. If we cancel the Card as the result of any breach by you of the terms and conditions of this Agreement, you shall not be entitled to any refund of annual fees. However, if we cancel the Card in any other circumstances we shall make a pro-rata refund of the annual fee depending on the remaining months of Membership.
- c. The Card may be cancelled at the request of either you or your company.
- d. We may list cancelled Cards in our cancellation bulletin or otherwise inform Service Establishments of such cancellations. If a Service Establishment asks you to surrender a cancelled or expired Card you must do so.
- e. You must not use the Card after cancellation or expiry. Any charges arising from the use of the Card by you or with your authority after cancellation or expiry, will be charged to your Card account.

14. CHANGE OF AGREEMENT

- a. These Terms & Conditions shall be unilaterally and periodically reviewed, updated and amended by Amex (Saudi Arabia) Limited, and 45 days notice will be provided to you prior to entering into full effect. The up-to-date version displayed over this web page shall contain any such amendment(s), and shall therefore be deemed valid, entering into full effect, automatically after the notice period replacing and superseding the previous provision(s) whether contained in the Terms & Conditions in written form accompanying the Card (s) when delivered to you or previously displayed over this web page. The use or possession of the Card(s) after the notice period shall be deemed as your formal and absolute approval to such Terms & Conditions.
- b. We may assign our rights, benefits or obligations under this Agreement at any time. You or your company may not assign rights, benefits or obligations under this Agreement.
- c. If you do not accept such changes, you may terminate this Agreement (without incurring additional fees related to revised terms and conditions) within 10 days after the receipt of notice by cutting the Card in half and advising us in writing. You and/or your company remain liable for all charges made up to the date when we receive the notice of termination, but we will refund a pro-rata proportion of your annual fee according to the remaining months of Membership.

15. PRIVACY AND APPLICABLE LAW

- a. To ensure international acceptability, information about your Card account may be transferred confidentially within the worldwide American Express Card Service.
- b. You and your company agree to comply with all applicable exchange control regulations which may be issued from time to time.
- c. Amex (Saudi Arabia) Ltd. reserves the right to disclose your information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of government.
- d. This Agreement and, unless it is otherwise agreed between us, all matters arising out of the issue or use of the Card are subject to the laws of Saudi Arabia 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 in which you and/or your company may be resident or domiciled from time to time.
- e. It being not reasonably possible for us to maintain original copies of all vouchers and other papers signed by you in connection with the use of the Card, it is our policy to place the same on microfilm. Accordingly, you hereby agree that such microfilm and/or copies thereof will be acceptable by you as evidence in any court of law to prove the transactions undertaken by you and that you will not object to the use thereof as evidence. Moreover, you agree that such microfilm or copy thereof may be used in any procedure for verification of your signature.
- f. You hereby irrevocably authorize us to provide, upon request from any bank or financial institution from time to time, credit information about you, provided that such information shall be restricted to confirming that you are a Cardmember, the date your Card was issued and whether or not your Card account has been conducted satisfactorily. We may not disclose any other information about your Card account without your express written authority.
- g. You hereby agree to provide Amex (Saudi Arabia) Ltd. with any information that it requires for establishing and /or administering your accounts and facilities with Amex (Saudi Arabia) Ltd. and you authorize Amex (Saudi Arabia) Ltd. to obtain and collect information as deemed necessary or in your regard, your accounts and facilities with Amex (Saudi Arabia) Ltd. from the Saudi Credit Bureau (SIMAH) and to disclose that information to SIMAH or to any other agency approved by Saudi Arabian Monetary agency (SAMA).

16. GENERAL

- a. You and your company acknowledge that Amex (Saudi Arabia) Ltd. is not responsible for any of the services provided by third parties.
- b. Amex (Saudi Arabia) Ltd. may accept/act on verbal instructions or instructions by fax or email from you, your and/or your company using our 24 X 7 Customer Service center with respect to the operations and / or termination of the Card. Amex (Saudi Arabia) Ltd. shall not be liable for any loss or damage suffered by you in the event that Amex (Saudi Arabia) Ltd. (in Amex (Saudi Arabia) Ltd's absolute discretion) acts in good faith on such instructions.
- c. Amex (Saudi Arabia) Ltd. is authorized to act on any instructions, which Amex (Saudi Arabia) Ltd. at its sole discretion understands having emanated from you by the use of your PIN and other passwords, and is not expected to verify the identity of the persons giving these instructions purportedly in your name. You are expected to safeguard your PIN and other passwords at all times and shall be liable for all transactions / instructions processed by the use or purported use of the PIN / password.
- d. Amex (Saudi Arabia) Ltd. required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. Amex (Saudi Arabia) Ltd. may take, and may instruct any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. Such action may include but is not limited to the interception and investigation of any payment messages and other information or communications sent to or by the Cardmember's behalf via the systems of Amex (Saudi Arabia) Ltd.; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. Neither Amex (Saudi Arabia) Ltd. nor any affiliate will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of any delay or failure by Amex (Saudi Arabia) Ltd. or affiliate in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any cards or the provision of any services to the Cardmember, caused in whole or in part by any steps which Amex (Saudi Arabia) Ltd., in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and request. In certain circumstances, the action, which Amex (Saudi Arabia) Ltd. may take, may prevent or cause a delay in the processing of certain information. Therefore, Amex (Saudi Arabia) Ltd. does not warrant that any information on Amex (Saudi Arabia) Ltd's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

Initial Disclosure Statement

Please read the following important information carefully prior to using the card(s). The use of the Card(s) shall be deemed as your formal and absolute approval to Initial Disclosure Statement and Terms & Conditions. If you have any questions, please call our customer service toll-free 800 440 0004 or (+966 1) 474 9034.

(a) Applicable fees

Types of Fees	
Cash withdrawal fee	SAR 55 (\$15) or 5% whichever is higher
Late payment fee	2.50% or SAR 150 (\$40) whichever is higher
Currency conversion fee	2.50%
Cheque returned fee	SAR 150 or US\$ 40
Statement request fee (more than three months)	SAR 40 or US\$ 10
Refund of credit balance	SAR 100 or US\$ 27
Direct debit rejection fee	SAR 150 or US\$ 40
Dispute handling fee (Invalid disputes only)	SAR 150 or US\$ 40
Emergency cash on card fee	SAR 56.25 (\$15) or 5% whichever is higher
Overseas payment fee	SAR 56.25 or US\$15
Membership Rewards Program (Optional)	US\$50 per card

- (b) This account will be billed in the currency that you have chosen, either in US Dollars or Saudi Riyals.
- (c) All charges are due for payment in full immediately on receipt of your monthly statement and before the payment due date shown on your statement. If the outstanding balance is not settled we may charge you Late Payment Charges on overdue balances monthly in arrears at a charge of 2.5% or US\$ 40 (SAR150), whichever is higher, of all outstanding sums.
- (d) A grace period of 25 days will be granted to settle the amount, and the payment due date will be indicated on your statement.
- (e) All Transactions including Cash Withdrawals, incurred in currencies other than the billing currency of the Card account ("Non-Billing Currency"), will be converted into the Card Accounts billing currency ("Billing Currency"). Unless the applicable laws require a specific conversion rate, the American Express Global Network, will use conversion rates based on interbank rates, which they select from customary industry sources on the business day prior to the date of processing the transaction. A nominal conversion fee of 2.5% on the converted amount will be added by Amex (Saudi Arabia) Ltd. ("Amex"), the Issuer of your Card. The conversion will be made on the date of processing the transaction, which may not be the same date when the transaction was made since this depends on the time when the transaction was submitted to American Express Global Network. The conversion rates may also vary accordingly. At the time of conversion, all transactions, which are incurred in currencies other than US Dollars, will be converted to US Dollars before being converted to the Billing Currency. Amounts converted by independent third parties are billed as converted by them.
An illustrative example is given below.

Transaction value (Non-billing currency)	Euro100
American Express Global Network exchange rate	1 Euro = 1.3572 USD
USD equivalent	USD135.72
Currency conversion fee (@ 2.5%)	USD3.39
Total transaction value in USD (If USD is the Billing Currency)	USD139.11
USD to SAR conversion rate	3.75
Total transaction value in SAR (If SAR is the Billing Currency)	SAR521.67

- (f) We provide credit information relating to our Cardmembers to The Saudi Credit Bureau (SIMAH) on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the Card account is regular or delinquent. . To avoid any adverse credit history with SIMAH, Cardholders should ensure that they make timely payment of the amount due on the Card account.
- (g) Detailed conditions governing the use of the American Express Card are included in the Terms & Conditions, which is available at http://www.americanexpress.com.sa/Terms_conditions.AxCMS. The signature of, or the use of the Card(s) shall be deemed as formal approval of the said Terms & Conditions. If you do not accept the terms and conditions, you can terminate this agreement (without incurring fees) by calling our customer service hotlines within 10 days after receipt of the card(s),
- (h) The Terms & Conditions shall be unilaterally and periodically reviewed, updated and amended by Amex (Saudi Arabia) Limited, and 45 days notice will be provided to you prior to entering into full effect. The up-to-date version displayed over this web page shall contain any such amendment(s), and shall therefore be deemed valid, entering into full effect, automatically after the notice period replacing and superseding the previous provision(s) whether contained in the Terms & Conditions in written form accompanying the Card(s) when delivered to you or previously displayed over this web page. The use or possession of the Card(s) after the notice period shall be deemed as your formal and absolute approval to such Terms & Conditions.
- (i) Upon its approval by Amex (Saudi Arabia) Limited, this application and all supporting documents shall constitute integral parts of the Terms & Conditions. I agree that American Express have the right to keep all the documents supplied with this application.
- (j) Your monthly statements can be viewed upon activating your Corporate Interactive application on the website.
- (k) Enrolment for Membership Rewards program is optional. If you wish to cancel your membership please call our toll free number. Please refer to the terms and conditions for more details.