AMERICAN EXPRESS® CREDIT CARD
Card Member AGREEMENT

IMPORTANT: Before you use the enclosed American Express Credit Card, please read these Terms and Conditions carefully and thoroughly. If you keep or use the American Express Credit Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the American Express Credit Card. If you do not wish to accept these Terms and Conditions, please cut the American Express Credit Card in half and dispose it off carefully. Please refer to the American Express website (www.americanexpress.com/in) for most updated Terms and Conditions.

1. DEFINITIONS:

In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

"Account" means any American Express Credit Card Account maintained by us under these Terms and Conditions. "Available Credit Limit" means the credit limit allocated by American Express to Card Member's Account inclusive of all Supplementary Cards less previous balances less all new Charges. "Basic Credit Card Member" means the individual in whose name the Account is maintained. "Cash Advances" means any cash advance obtained by use of a Credit Card, PIN or otherwise authorised by you for debit to the Account. "Charge" means a transaction made or Charged with the Credit Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, drafts made from the Account, Balance Transfers and fees thereon, interest, taxes as may be applicable and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions. "Credit Card or American Express Credit Card" means any Basic American Express Credit Card, Additional Credit Card and the Supplementary Credit Card issued by American Express billed in Indian Rupees which bears the name and/or has the trademark, or logo or service mark, or the name of American Express on the face of it. "Credit Limit" means the maximum debit balance permitted on the Account notified by us to you as varied from time to time. "Establishment" means any Corporation, Firm, Company, Business Organization, Public Sector Undertaking, Government, semi Government body or person that accepts or is willing to accept the Credit "Utility Services" are telecommunications which include providers of landline phones, mobile phones, cable and other pay TV services, and calling Cards. Fuel includes petrol, diesel, CNG from Oil Marketing Companies (OMCs). Other utility services which includes providers of household/domestic electricity, gas and water. These providers can be government departments and agencies including [local/provincial/state/territory/municipal organizations], public housing societies and apartment associations. "Statement" means a monthly statement as specified under Clause 13.1 that would be sent to the Card Member through courier or regular post, or any other mode(s) as determined by American Express Banking Corp. in its sole discretion or an email notification (sent to a customer who has chosen to receive electronic/paperless statements), for each billing period during which there is any activity or a balance outstanding on the Card Account. "Electronic/Paperless Statement" means a facility offered by American Express Banking Corp. wherein customers receive an email notification on their registered email ID, notifying that the monthly Statement of Accounts is ready and available to view and/or to download from American Express's website. The customer shall login to the secured portal to view/download a copy of the monthly Statement of Accounts. "Payment Due Date" means the date specified in the Statement of Accounts by which date the Card Member is required to make payment of the outstanding in full or in part or at least the minimum amount due. "PIN" means the personal identification number given by us or chosen by you for use with the Credit Card. "Supplementary Credit Card Member" means an individual other than the Basic Credit Card Member to whom a Credit Card is issued at the request of the Basic Card Member and the individual whose Charges are Chargeable to the Basic Credit Card Member's Account. "Terms and Conditions" means the Terms and Conditions set out herein and by which the use of the Credit Cards shall be governed and shall include all modifications and supplemental thereto from time to time. "We", "our", "us", "Amex" and "American Express" mean American Express Banking Corp. "You" and "your" mean the Basic Credit Card Member or where appropriate the Supplementary Credit Card Member. The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

Red Flagged Account" is one where suspicion of fraudulent activity is detected owing to the presence of one or more Early Warning indicators, alerting/triggering deeper investigation from a potential fraud angle and initiating preventive measures by the banks.

2. USE OF THE CREDIT CARD

Statutory Compliance

The Credit Card issued to you can be used in India and overseas. You agree and undertake that the American Express Credit Card issued to you, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by the Reserve Bank of India (RBI) from time to time. You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, you shall be liable for any action under the Foreign Exchange Management Act, 1999, as amended, and be debarred from the Credit Card facility either at our instance or by the RBI.

The globally valid Credit Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees. You agree to comply and if you are the Basic Credit Card Member, to procure the compliance of all Supplementary Card Members with the exchange control regulations and other applicable laws from time to time in force, which may be affected by use of the Credit Card. Without prejudice to the foregoing, any payment of such Charges by us will be with full recourse to you and you will not be absolved from liability to make such payment and you will indemnify us in respect of any loss, claim or expense incurred by us as a result of your non-compliance with any such regulations.

2.2 Manner Of Use

You Must:

a. Sign the Credit Card issued to you in ink as soon as you receive it and before you use it.
b. Only use the Credit Card within the validity dates shown on its face.
c. Not give the Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Credit Card as a result.
d. Not use the Credit Card to purchase anything to resell for commercial or business purpose.
e. Not return any goods, tickets or services obtained with the Credit Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so.
f. Not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card.
g. You should not overpay on your Credit Card.
h. Not use the Credit Card if a petition for your bankruptcy has been filed unless the petition is withdrawn or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement.
i. Pay us in full for any mail order/Telephone/Fax or Internet order purchases that you may incur on the Card in which case there will be no signed Charge slips available.
j. Not use American Express Card for any transactions prohibited by any law or regulation in force from time to time, such prohibitions include and are not limited to transactions related to lottery, cryptocurrency, sweepstakes, banned or proscribed magazines, payment for call-back services, etc.
k. Not not use your Card to obtain cash from a merchant for a transaction recorded as a spend. Also, do not use your Card for amounts that do not represent bona fide purchases of goods or services, for example, spends at merchants owned by you, your family members, employees, or any other person where the transaction is made simply for cash flow purposes.
   Any such transactions may invite further action. Your Card may be suspended or cancelled if any unusual or suspicious activity is detected.

2.3 Safe Custody of Card and Personal Identification Number (Pin)

Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of any third party or share or reveal the PIN with anyone, including family members, friends or relatives or with American Express customer service representatives, officials or merchants. American Express will never ask you for your PIN. Additionally, you should not write down the PIN anywhere and should not keep the Card and PIN in the same place, such as a wallet or a purse. Please shield your PIN while entering it at an ATM or POS machines. Card Member shall at all times take all the appropriate measures to keep the card safe and secure including those as mentioned herein, to maintain safe custody of the card and the security of the PIN. If the Card Member fails to observe the security requirements, he/she may incur liability. Card Member will not hold American Express liable in case of any improper/fraudulent/unauthorized use of the Card and/or the PIN and American Express will not be liable for any consequences arising out of or associated with such improper/ fraudulent/unauthorized use/ misuse of the Card by any third party due to access of the Card/Card details to any such third party or due to sharing of PIN or the PIN coming to the knowledge of any third party, with or without the knowledge of the Card Member. If any third parties gain access to the services, the Card Account or incur charges on the Card, the Card Member will be solely liable and responsible for the same and shall indemnify American Express against any liability, claims, demands, costs or damages arising out of such misuse/use by third parties and shall be compensated subject to the extant guidelines as issued from time to time.

3. LIABILITY

3.1 If you are the Basic Credit Card Member, you are liable to us for all Charges on the Basic Credit Card and any and all Supplementary Credit Cards issued at your request; and you agree that all of these Credit Cards will be used in a manner consistent with these Terms and Conditions. If you are a Supplementary Credit Card Member, you agree to use each Supplementary Credit Card bearing your name in a manner consistent with these Terms and Conditions. Basic Credit Card Member will be liable for all Charges made in connection with the Supplementary Credit Card. All communications sent or given to the Basic Credit Card Member or the Supplementary Credit Card Member shall be deemed to have been sent or given to both.

4 CREDIT LIMIT

4.1 The Card Carrier enclosing the Credit Card will show the initial Credit Limit applicable to your Account. The Credit Limit applicable on Card Member's Account is inclusive of all the Supplementary Cards. American Express will determine the Credit Limit and notify the Card Member from time to time on the monthly Card statement. Any requestto increase the Credit Limit post the approval of the application will be reviewed by the Bank only after the Bank receives a request from the customer & any documents that may be asked for. The Bank basis an internal review reserves the right to decline the request. Your Credit Limit will also be shown on your monthly statement together with the amount of available credit at the statement generation date. You must not exceed the Credit Limit. Your Credit Limit will be cancelled if your Account is cancelled. Based on your declared personal resources to us, your past spending, credit history and payment pattern, we reserve the absolute right to reduce your Credit Limit at anytime.

4.2 If your total indebtedness exceeds the Credit Limit, you must make immediate payment of any excess amount abovethe Credit Limit.

4.3 You will not be entitled to interest on credit balances on your Account.

4.4 The Credit Limit applicable on Card Member's Account is inclusive of all the Supplementary Cards.

5. CASH ADVANCE/EXPRESS CASH

5.1 You may be allowed to use the Credit Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs) from select partner Banks and from other locations as may be offered by us from time to time.

5.2 We may issue Express Cash Facility to Card Members at our discretion based on financial information provided by you, your past spending and payment patterns. However, if you wish to obtain Cash withdrawal from ATMs with the Credit Card, please contact us on the numbers mentioned on the reverse of the Card or send in writing to us (at the address mentioned on last page of the document). We may decline your application at our discretion. If we accept your application, you will then be eligible for the Express Cash facility.

5.3 You will not be able to obtain Cash withdrawal from ATMs with the Credit Card unless you are enrolled for the Express Cash. You may access up to 20% of your Credit Limit or the Cash withdrawal limit, whichever is lower, by way of Cash Advances, subject to your available Credit Limit and such Terms and Conditions applicable to Express Cash transactions. We may vary that percentage from time to time. The applicable interest rate, handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you

6. INSURANCE PURCHASE AND STANDING INSTRUCTION FOR UTILITY BILL PAYMENT ON CREDIT CARD

6.1 Subject to laws and regulations, if you use the Credit Card to buy insurance or you give standing instructions to make any utility service or other bill payment, you authorise us to pay premium/bill amount for you when due in accordance with statement forwarded by the insurance/utility service provider. You agree to repay us according to the terms of this Agreement. You must cancel the standing instructions given to your insurance provider/utility service provider if you no longer wish the premium/due bill to be Charged to your Credit Card. If your Credit Card Account or the Credit Card is cancelled, we may stop paying premiums for you. You agree that we will not be liable in any manner whatsoever for any claim arising out of or in connection with the services and you shall address and sort-out all such matters directly with the insurance/utility service provider.

7. DATA PROTECTION AND DISCLOSURE OF INFORMATION

7.1 The Card Member authorises American Express to verify information provided by him/her and to receive and exchange information about him/her, including requesting reports from the Card Member's Bank(s), or Credit Information Companies (CICs) as authorised by Reserve Bank of India. Card Member authorises American Express to exchange, share or part with all the information/data relating to the Card Member provided by him/her and/or the details of the Card, if any, issued to any other third party pursuant to American Express arrangementin relation to the Card services, as may be required to enable the Card Member to avail the benefits under the Card and Card Member shall not hold American Express liable for using/sharing this information. Card Member understands that the information once shared shall also become the proprietary information of American Express and would be subject to usage and privacy, data confidentiality policies for safeguarding of the information/data. Card Member declares and undertakes that the Card(s) issued, if used overseas, shall be utilised strictly in accordance with the relevant Exchange Control Regulations issued and as amended by the Reserve Bank of India (RBI), from time to time. Card Member understands that the Basic Card

Member will be liable for all Charges incurred on the Basic Card, any Additional Card(s) and any/all Supplementary Card(s). Card Member agrees to be bound by the Card Member Agreement, Partner Terms and Conditions and other Terms and Conditions of use, which will accompany the Card(s). Card Member confirms that American Express has shared the Most Important Terms and Conditions (MITC) for the Card, in compliance of the RBI master circular on Credit Card operations of Banks and have read, understood and accepted the MITC. Card Member understands that American Express may decline this application at its absolute and sole discretion. Card Member accepts that the additional factor of authentication is mandated by RBI vide letter DPSS. D.CO.No.223/02.14.003/2011-12, dated 4th August, 2011 and use of Cards for travel related CNP transactions without such additional factor of authentication carries security risk and such Cards are vulnerable to frauds. American Express strongly respects and honours customer privacy. To view the American Express PrivacyPolicy please log on to https://www.americanexpress.com/in/privacy-statement.html

8. DISCLOSURE

8.1 We may identify providers and products that may be of some interest to some customers. In this role, we do not actas an agent or fiduciary for you, and we may have referral arrangement with or may act on behalf of the insurance provider/ service provider, as permitted by law. We want you to be aware that in the event you purchase such insurance products/ services, we may receive fee for such referrals from the insurance provider/service provider. Any insurance/service purchase by you shall be purely voluntary. We do not require you to purchase any insurance/service and you may choose to cover your insurance/service needs from other sources on terms they make availableto you.

9. ANNUAL MEMBERSHIP FEE

9.1 Membership Fee is payable for use of the Credit Card and each Supplementary Credit Card issued at the request of the Basic Credit Card Member. Annual Fee is levied every year at the start of membership year. The Membership Fees for all Credit Cards are as detailed below. Annual fee reductions or waivers may be offered by American Express Banking Corp. ("American Express") at its sole discretion.

9.2 American Express may from time to time give tactical benefits and select joining gifts at its sole discretion on payment of the Membership Fee.

9.3 Once the Card Member accepts the membership by usage of the Card, the Card Member is liable to pay the full Membership Fee. This Membership Fee is neither refundable nor transferable for any other products or facilities that may be available from American Express to the Card Member. No request for waiver of part or full of the Membership Fee would be entertained by American Express and any such Membership Fee waivers shall be at the sole discretion of American Express.

9.4 Annual Maintenance Fees are payable for use of the Basic Credit Card and each Supplementary Credit Card or other Cards at such rates as we communicate to you from time to time. Any fee reductions or waivers that may be offered by us from time to time may be withdrawn or restricted by us at anytime at our sole discretion.

Product	Membership Fee	Standard Supplementary card Fee*	Membership Rewards Tier**	Finance Charges Per Month for Goods and Services, Cash & Balance Transfers
American Express Platinum Reserve SM Credit Card- Option 1***	₹50,000 (Lifetime Foundation Fee) ₹10,000 (Annual Maintenance Fee)	₹1,500	FTO	3.5% p.m.
American Express Platinum Reserve SM Credit Card- Option 2	₹10,000 (1st year) ₹10,000 (2nd year onwards)	₹1,500	FTO	3.5% p.m.
American Express Platinum Travel Credit Card	₹5,000 (1st year) ₹5,000 (2nd year onwards)	₹1,500	FTO	3.5% p.m.
American Express Membership Rewards® Credit Card	₹1,000 (1st year) ₹4,500 (2nd year onwards)	₹1,500	FTO	3.5% p.m.
American Express SmartEarn™ Credit Card#	₹495 (1st Year) and ₹495 (2nd Year Onwards)	₹250	FTO	3.5% p.m.

Up to 4 Supplementary Cards for American Express Platinum Reserve SM Credit Card, 1 Card American Express SmartEarnTM Credit Card andup to 2 Supplementary Cards for all other Credit Cards are complimentary with the Basic Credit Card, post which the Standard Supplementary Card Fee will be applicable.

**FTO: Frequent Traveller Option. Membership Rewards Pointson the FTO tier never expire.

***The Lifetime Foundation Membership Fee is payable at the start of the Card Membership and is Charged only once during the membership period and is valid until the Card is cancelled. The Lifetime Foundation Membership Fee may be paid by the Member in full or in five equal monthly installments. Once the Card Member accepts the membership by usage of the Card, the Card Member is liable to pay the full Lifetime Foundation Membership Fee. This Membership Fee is neither refundable nor transferable for any other products or facilities that may be availablefrom American Express to the Card Member. It is reiterated out of abundant caution that Card Member is liable to pay the full Lifetime Foundation Membership Fee, when he avails the membership and chooses to pay through installments, even if the Card Member cancels the membership, prior to the full payment of the Lifetime Foundation Membership Fees. Upon payment of the full Membership Fee, the Basic Card Member becomes eligible for the Membership Welcome Gifts, if applicable. An Annual Maintenance Fee of ₹10,000 p.a. will be Charged on the American Express Platinum Reserve SM Credit Card on renewal and the same will be waived if your spending in the normal course is above ₹1,90,000 on the American Express Platinum ReserveSM Credit Card in the twelve months immediately preceding the date of renewal. This Annual Maintenance Fee covers the Basic Card, one Additional Card for the Basic Card Member and four Supplementary Cards issued on the Basic Card Account. #Annual fee of ₹495 will be 100% waived off if total spends on American Express SmartEarnTM Credit Card in the immediately preceding Card Membership year is ₹40,000 or more.

10. BENEFITS/GIFTS/DISCOUNTS/REWARDS

10.1 General Terms and Conditions

10.1.1 American Express may offer various benefits/gifts/discounts/rewards exclusively for the Card Members, from time to time.

10.1.2 Card Members can avail benefits/gifts/discounts/rewards, subject to their having paid their Lifetime Foundation Membership Fee/renewal/Annual Maintenance Fee, if applicable and their Accounts remaining in good standing.

10.1.3 These offers are being brought by American Express on a 'best effort' subject to availability and any participation of Card Members in the programmes/schemes for availing the benefits/gifts/discounts/rewards would be purely voluntary. Welcome Gift is available only in the 1st year of Card Membership on payment of the Annual Fee and upon taking the first Charge on the Card.

10.1.4 American Express reserves its absolute right to modify/alter/withdraw any of the benefits/gifts/discounts/rewards, including redemption of the same at anytime without prior notice.

10.1.5 American Express does not manufacture/develop any of the benefits/gifts/discounts/rewards and the same are sourced from other establishments by leveraging its business acumen and relationships and therefore, is neither responsible nor guarantees the quality of goods/services so redeemed by the Card Member, under any of the benefits/gifts/discounts/rewards. 10.1.6 American Express is neither responsible nor liable for any use/non use or defects/deficiency of goods/services so redeemed under any of the benefits/gifts/discounts/rewards.

10.1.7 The benefits/gifts/discounts/rewards may have additional Terms and Conditions and Card Members are required to read those Terms and Conditions in conjunction with this Card Member Terms and Conditions governing the usage of the American Express Credit Card.

10.1.8 The benefits, if applicable can be used only in conjunction with the American Express Credit offering such a benefit and cannot be combined with any other promotion or offer.

10.2 OTHER PARTNER TERMS AND CONDITIONS

10.2.1 Other benefits may also include specific Terms and Conditions which are mentioned along with of such benefits. These Terms and Conditions will apply in addition to the Terms and Conditions mentioned in this Card Member Agreement.

11. TAXES

11.1 You shall be solely responsible for any taxes that may be applicable and Chargeable on all Charges incurred on the Credit Card and if we are required under law to collect and deposit the same with the appropriate regulatory authority, we shall do so by debiting to your Credit Card Account.

12. INTEREST CHARGES

12.1 Interest is payable at the monthly percentage rate on all Charges from the date they are debited to your Account until they are fully repaid, except where an interest free period applies under 12.2 below.

12.2 On Charges, other than Cash Advances and Balance Transfers, interest is not payable only if:
You paid the full Closing Balance on your previous monthly statement by the payment due date and;
You pay the full Closing Balance on your current monthly statement by the payment due date.

12.3 Interest, if payable, is calculated by multiplying: the daily balance of Charges on which interest is payable; by the daily percentage rate (monthly rate multiplied by twelve divided by 365); and then adding up the daily interest Charges for the applicable period.

12.4 Interest, if payable, is debited to your Account on the last date of each statement period and is shown on your subsequent statement.

12.5 You will pay interest on all your Charges outstanding at the monthly average rate shown on the statement as amended by us from time to time. We may vary the interest rates applicable to your Account at anytime at our discretion. The interest payable by the Card Member shall be subject to the changes in interest rates made by the Reserve Bank of India from time to time.

13. MONTHLY STATEMENT

13.1 We will send you a statement once a month for each billing period during which there is any activity or any unpaid balance that is due. The statement will identify purchases, Cash Advances, Balance Transfer transactions, fees and all other Charges, payments and credits to your Account during the billing period incurred in India and overseas listed separately. All Charges incurred in Nepal and Bhutan will appear under the heading of Charges incurred in India. The statement will also disclose to you the interest Charges, statement date, opening balance, new Charges, credits, closing balance, Credit Limit, available unused Credit Limit on statement date, payment due date and minimum payment. The time between successive monthly statements will vary depending upon the number of business days in the month. You can also register online and view the Card statements online by logging on to americanexpress. co.in You agree to notify us in writing of any omission from or error on the statement within 60 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the Account.

13.2 Non-receipt of the statement for any reason whatsoever is not a valid reason for non-payment of at least the minimum payment due. Should you not receive the statement within 10 days from the date of your usual statement date, please call us on the numbers mentioned on the back of your Card to check the amount payable and to request a duplicate copy of your statement.

13.3 You agree that a copy produced from a microfilm of any document relating to your Account with us or produced from data received electronically from an Establishment's Point of sale terminal or from you shall be admissible to prove the contents of that document for any purpose.

13.4 We reserve our right to levy a service Charge, at our discretion, in addition to the amount of Charge on any particular transaction at any Establishment.

14. MINIMUM PAYMENT

14.1 The monthly statement will show the minimum payment the Card Member needs to pay American Express which will be sum of 5% of the principal amount or minimum of 100 whichever is greater and the total sum of any Card Fees, Charges, Taxes and, Interest and any installment due under any extended/deferred payment plan.

14.2 The minimum payment is due and payable by you to us on or before the payment due date which shall be notified on the statement. Payment takes place only when we receive it and credit it to your Account, NOT when you send it.

14.3 You will be required to pay us immediately if your Account is overdue or you exceed your Credit Limit. The amount you must pay will be notified on your statement.

14.4 You may pay more than the minimum amount due, pay us before the payment due date, pay us more than once during the billing period or pay the balance outstanding on your Account at anytime.

14.5 Card Members may choose to pay only the Minimum Amount Due by the Payment Due Date as indicated on their monthly statement. They may also choose to pay the Total Amount Due or any part of the amount above the Minimum Amount Due; however, the payment should not exceed the Total Amount Due. If there is a credit balance on the Card account, please promptly request a refund of the same by contacting us at the number on the back of your Card, or via the Chat option on the Mobile App to transfer the amount to your bank account. Please keep your NEFT details handy when placing this request.

14.6 You may always pay us in Indian Rupees(INR) online or offline via your bank account using a Draft, Cheque or NetBanking. You also have option to pay through RUPAY/ UPI/ UPI QR Code. You may also authorize us to debit directly to your Account with your financial institution and Credit your account with the total amount, or a fixed percentage of the total amount due or the minimum payment due in the monthly statement through National Automated Clearing House (NACH) introduced by the National Payments Corporation of India. If you select NACH, will advise you of the Terms and Conditions governing its operation.

14.7 Any and all payments received by us from or on behalf of the Credit Card Member, may be applied or appropriated by us in such manner and in such order as we see fit, notwithstanding any specific appropriation or instruction by the Credit Card Member or any other person making the payment. We have the right to appropriate all payments made by you in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment. In the event that we

receive contradicting instructions from the Basic Card Member and the Supplementary Card Member(s), we may, in the exercise of our discretion, then only act on the instructions of the Basic Card Member.

14.8 After paying only the minimum payment due or a portion of total amount due, you shall be Charged interest on the balance amount outstanding and Charged to your Card as on the interest computing date.

15. LATE PAYMENT CHARGE

15.1 If we do not receive payment of the minimum payment due shown on the monthly statement by the payment due date, a Late Payment Charge as per the below slab calculated basis Total Amount due as shown on the Card statement, subject to a maximum of ₹1,250, plus applicable taxes will be levied to the Card Account. The late payment Charges may vary at our discretion and the same will be duly informed to you either through a mailer or the monthly statement and the Most Important Terms and Conditions.

Total Amount Due (INR)	Late Payment Charge (INR)
Less than 100	NIL
Between 100 - 500	NIL
Between 501 - 5000	500
Between 5001 - 10000	750
Between 10001 - 25000	900
Between 25001 - 50000	1100
More than 50000	1250

16. TRANSACTION FEE

For certain transactions that may be Charged to the Credit Card (for example Petrol/Gas Stations, Railways or Customs) or other categories that may be introduced in future, we reserve the right to levy a transaction fee per transaction or otherwise as we deem necessary. These rates will be advised to the Credit Card Members in their monthly statements or through a mailer.

17. TERMINATION

17.1 **BY YOU:** Card Member can terminate their Credit Card at any time by a request to terminate through available channels, subject to payment of all amounts outstanding by the Card Member in respect of the Account. Customer is at liberty to surrender the Card as per his discretion. Card Member can cancel the use of a Credit Card by Supplementary Credit Card Member by notifying American Express through available channels, but he will remain liable for all Charges incurred by the Supplementary Credit Card Member up to and prior to the date of receipt of notice of cancellation by American Express.

17.2 By American Express: American Express can terminate the Card Member Agreement and cancel your Credit Card at any time on immediate notice or at any time to restrict the use of the Credit Card without giving reason or cause. Where American Express terminates the Agreement, all monies outstanding on the Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. American Express may inform Establishments of cancelled Credit Cards. If the Credit Card is cancelled, the Card Member must cut it in half and dispose of it judiciously. The Card Member agrees not to use the Credit Card after it has been cancelled.

17.3 Once a card is cancelled or blocked (including but not limited to cases where the card product is being migrated to a new product), it shall not be valid for further use with immediate effect, and any transaction including but not limited to recurring transactions/standing instruction on the card will be declined. If the card is blocked, kindly cut the card in your possession into two halves and If the American Express Gold Card is cancelled or blocked, kindly cut the card in your possession into two halves and dispose it off carefully. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

18. DEFAULT

18.1 **DISCLOSURE:** The Card Member acknowledges that, as per extant business practices the Bank is authorised to disclose from time to time any information relating to the Credit Card(s), to any Credit Information Companies (CICs) as authorised by Reserve Bank of India (existing or future) without any notice to the Card Member. The Credit Information Companies (CICs) are an initiative of the Government of India and Reserve Bank of India to improve the functionality and stability of the financial system. All Banks and Financial Institutions participating in this initiative are required to share customer data with Credit Information Companies (CICs). In view of this American Express shall be reporting information and data (positive or negative) relating to Card Member's Account from time to time to Credit

Information Companies (CICs) and any other agency as the Bank may deem fit. American Express will also share the Card Member information with its groups/associates/entities or companies with whom American Express has tie up arrangements for providing other financial service products, until and unless clearly stated otherwise. 18.2

18.2 We may treat your Account as being in default if you fail to pay us any amount when it is due, if you fail to comply with these Terms and Conditions. If any cheque, draft, debit or other payment is not honoured in full, this will also be default. We may also treat your Account as being in default if any statement made by you to us in connection with your Account or Credit Card was false or misleading, if you breach any other Agreement that you may have with us, if a petition for your bankruptcy is issued, if any attempt is made by any other creditor to seize any of your property or if any of your property is seized by any other creditor. If your Account is in default, we require you to pay us immediately all sums outstanding on your Account and we reserve our right to cancel your Credit Card. You further agree that, if you default, you will pay us all reasonable costs and expenses incurred or expended by us or on our behalf, including legal fees, in recovering or attempting to recover any monies owing to us.

18.3 Procedure (including notice period) for reporting a Cardholder as defaulter American Express Credit Card Account would be overdue or in default due to one or more of the following circumstances:

- Cheque or NACH payments that are not honoured
- Failure to pay the due amount by the due date (as mentioned on the American Express Credit Card Account Statement)
- If any statement made by the Card Member to American Express in connection with his/her American Express Credit Card was false or misleading
- For failure to comply with the Terms and Conditions of the American Express Credit Card
- If a petition for Card Member's bankruptcy is issued or if any attempt is made by any other creditor to seize any of Card Member property.

19. If American Express Credit Card Member's Account is in default, American Express requires him/her topay immediately all sums outstanding on his/her Account and American Express reserves the right to cancelhis/her Card. American Express Credit Card Member Account rolling into 90 days past due (as indicated in thelast unpaid billing statement) are reported as defaulters.

19.1 USE OF EXTERNAL AGENCIES

We have the sole discretion to appoint agents to collect amounts payable to us, as we consider necessary. For this purpose, information regarding your credit facility will be supplied to the agents. However, we will not be responsiblefor any consequences arising out of the agents' acts or omissions. All Charges payable to such agents to collect our dues will be to your cost and risk in addition to all costs, Charges and expenses incurred by us to recover the outstanding dues/ amounts.

19.2 It is the Card Member's responsibility to update any change in his/her contact details with the Bank. If the Card Member contacts the Bank from any alternate number(s) regarding any inquiry/ information/details pertaining to his/her Card account(s), the Bank reserves the right to store his/her alternate contact number. In case of default, if the Bank is unable to contact the Card Member at the primary contact details provided earlier, the Bank will access the alternate contact number(s) stored, if any, in the Bank's repository and use it to contact the Card Member.

20. DISHONOURED CHEQUES/DISHONOURED OR NACH INSTRUCTIONS

20.1 If you or your representative transmits or causes to be transmitted to us any cheques or drafts or NACH payments that are not honoured for their full amount, for each such cheque or draft or NACH payment wemay Charge the Card Account an amount as appropriate to cover our internal administration costs.

21. RENEWAL/REPLACEMENT CARDS

21.1 The Credit card plastic will be valid until the expiration date printed on the face of the credit card. By way of accepting the Terms and Conditions you authorise us to issue you a Renewal or Replacement Credit Card before the current Credit Cards expires. If you are the Basic Credit Card Member, you are also requesting us to issue to any Supplementary Credit Card Member Renewal or Replacement of Supplementary Cards before the current Supplementary Credit Cards expire. We will bill the applicable annual Membership Fee, each year, at the time of renewal. We will continue to issue Renewal or Replacement of Credit Cards and Supplementary Credit Cards until you tell us to stop. We retain the right to suspend dispatch of Renewal or Replacement Credit Cards at our discretion.

22. EXCHANGE CONTROL AND TAX

22.1 You must comply with any and all applicable exchange control and tax laws and regulations a ected by the use of the Credit Card, and you agree to indemnify us against any consequences of your failure to comply with these laws and regulations.

23. INSTALLMENTS FOR PURCHASE OF GOODS AND SERVICES

23.1 We may introduce and o er extended/deferred payment plan to Card Members at a fee at our sole discretion. If you use the Credit Card to buy goods or services, such as insurance, requiring recurring or installment payments, or goods and wish to avail of the extended/deferred payment plan, you authorise us to pay such installments for you when due to the service provider or into any deferred payment scheme run by us or any third party and you agree to pay us for the same when we bill you. You must tell us in writing (at the address mentioned on last page of this document) if you no longer wish to pay in installments and wish to prepay your installment scheme. In case you wish to prepay your installment scheme, we reserve the right to levy a prepayment Charge and the total outstanding amount on the installment scheme would revert as a Charge on your Card. Extended/deferred payment plans may have additional terms and conditions that govern the scheme. If your Credit Card Account or your Credit Card is suspended or cancelled, we will stop paying the installments for you to any third party or insurance provider.

24. Card Member INFORMATION AND CONSENT

24.1 You authorise us and our a liates to make all/any credit investigations we deem appropriate to evaluate and satisfy ourself about any information either provided by you or available to us. We may ask consumer reporting, reference schemes or Banks for consumer reports of your credit history, and information concerning your Account may be furnished by us to consumer reporting or reference schemes, banks, Credit Information Companies (CICs) as authorised by Reserve Bank of India or other creditors. We may exchange any information we receive about you with our a liates, including any credit or other information we may obtain from your application or consumer reports for marketing and administrative purposes, or as required by law, or to share such information with each other. We may provide information relating to credit history/repayment record to a credit information Company, specifically authorised by the RBI in terms of the Credit Information Companies (Regulation) Act, 2005 Being a Scheduled Commercial Bank, American Express Banking Corp., India (AEBC) / (Bank) is legally obligated to (i) disclose/report/share/receive Credit Information/Financial Information pertaining to its Card Members to Central Repository of Information on Large Credits (CRILC) constituted by the Reserve Bank of India (RBI), Credit Information Companies (CICS) established under the Credit Information Companies (Regulation) Act, 2005 and to the Information Utilities (IUs) established under the Insolvency and Bankruptcy Code, 2016. AEBC hereby informs the Card Members that the Bank shall be reporting Credit Information/ Financial Information (positive and / or negative) pertaining to the account from time to time to the aforesaid institutions to disseminate Credit Information/Financial Information as stipulated under the aforesaid laws / regulations. Adverse reporting to the aforesaid institutions can adversely a ect Card Members' credit score / credit rating and further impact servicing of their existing financial facilities and / or the prospect of securing financial facilities from other Banks / Financial Institutions; (ii) disclose/report/share/receive Credit Information/Financial Information and other information including "Personal information" and/or "Sensitive / authorities established under the legal framework and / or in order to comply with the requirements stipulated under any of the applicable laws regulations to facilitate discharge of AEBC's / their obligations under the relevant laws / regulations; (iii) download/upload/update information including Know Your Customer (KYC) documents / information to / from with, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). Further, AEBC may disclose/report/share Card Member's Credit Information/Financial Information/ KYC Information, card data (including transaction data) and other information including "Personal information" and/or "Sensitive personal data or information" as provided by the Card Member in the application form or thereafter, or obtained by AEBC from any other source, to (a) its outsourcing partners (including its group /associate/ affiliate/ subsidi-ary entities/any other entities) with which AEBC has contractual arrangement/ tie-up arrangement for maintain-ing and servicing the Card Members, card operations, backend operations pertaining to its card business or for provision of technology service(s) or for providing various offers, benefits, features and other services/products to its Card Members; (b) its parent entity i.e., American Express Banking Corp., New York (as AEBC operates in India as a branch of American Express Banking Corp., New York); (c) marketing agencies and/or for marketing purposes provided Card Members have explicitly authorised/permitted AEBC in this regard; and (d) industry associations (excluding PII) for the purposes of analyzing trends in relation to various aspects related to the card business or industry. In all the above cases (except in case of reporting to the CIC's as mentioned above, AEBC will provide advance notice to the Card Members as required under the extant guidelines /regulations), AEBC shall disclose/report/share/ receive Credit Information/Financial Information/ KYC Information/ card data (including transaction data) and other information including "Personal Information" and/ or "Sensitive personal data or information" as mentioned above without any additional notice/intimation to the Card Members and in all other instances of disclosure/sharing, AEBC shall seek approval from Card Members. The privacy of informa-tion providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"). Our Data Privacy Principles explains the way American Express and its employees, partners and vendors will collect, use, store, share, transmit, delete or otherwise process (collectively "process") Personal Information in India in accordance with its Data Protection & Privacy Principles. For details of the American Express Privacy Policy

and to know how we collect, process & store the information, please log on to: - https://www.americanexpress.com/in/legal-disclosures/privacy-statement.html In case of any update in the documents submitted by the Card Member at the time of establishment of business relationship / account-based relationship and thereafter, as necessary; Card Member shall submit to American Express the update of such documents within 30 days of the update of the documents.

24.2 We may disclose information about you and your Credit Card Account to (a) companies within the American Express group of companies worldwide (including other organisations who issue the Credit Card) (b) to any other party whose name or logo appears on the Credit Card issued to you (c) to our suppliers and (d) to organisations who accept the Card in payment of goods and/or services purchased by you in order to administer and service your Account, process and collect Charges on it and manage the benefits or insurance programmes in which you are enrolled. We may also be required to disclose and accordingly furnish details of your Account to Credit Information Companies (CICs) or at the request of the Reserve Bank of India and/or any other statutory authority or o˝cials of the Government of India or any State Government in India. 24.3 From time to time we may monitor telephone calls between you and us to assure the quality of our customer service. 24.4 If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at the address (mentioned on last page of this document). Any information that we find to be inaccurate will be corrected promptly

25. SUSPENSION

25.1 We can suspend your right to use the Credit Card with or without cause. If we do suspend your Credit Card privileges you cannot use the Credit Card until such time as arrangements satisfactory to us have been made for payments of outstanding Charges. If we do suspend your Credit Card privileges we shall not lose any of our rights under these Terms and Conditions or law.

26. AUTHORISATION

26.1 Charges may require prior authorisation by us before an Establishment will accept them. We have the right to refuse authorisation for any Charge, Cash Advance or Balance Transfer transactions without cause or prior notice notwithstanding that the Credit Limit has not been exceeded and we shall not be liable to you or anyone else for any loss or damage resulting from such refusal. When we give an Establishment permission to Charge your Account we assume the transaction will take place and therefore reduce the Credit Limit on your Account by the sum so authorised.

***27.* LOST STOLEN OR MISUSED CREDIT CARD**

27.1 The Card is issued to the person requesting issuance of the same. No other person is permitted to use the card issued to you for Charges, for identification or for any other reason. If you have let someone else use the Card or you have voluntarily relinquished physical possession of the Card, this will not a˝ ect your liability to us for payment of all Charges made with the Card issued to you. You must notify us immediately (on 24-hour customer service numbers) if the Credit Card is lost, stolen, mutilated, not received when due or if you suspect that the Credit Card is being used without your permission. In the case of loss or theft of the Card, you must file a First Information Report (FIR) immediately with the police at a police station nearest to the place of occurrence and also submit a copy of the FIR to us, with a detailed report of the incident (at the address mentioned on last page of this document). Provided that you have acted in good faith, your liability to American Express arising out of any unauthorised use of the Credit Card shall be 'nil' if American Express receives the report within 3 working days of the fraud. If the fraud is reported beyond 3 working days then the maximum liability will be limited to 1,000 only. If the lost Credit Card is subsequently received. it must not be used. The Replacement Credit Card and subsequent renewals The retrieval of the original Credit Card must immediately be reported to us and it must be cut in half and the pieces returned to us. Your liability is limited provided you inform us of the loss of your Card immediately or maximum up to receipt of the next billing statement. Failure to notify us of unauthorised Charges after receipt of your bill will give us the right to withdraw the limited liability and hold you responsible for Charges on the Card.

27.2 Card Members will not be held responsible for any unauthorised Charges made online, or in the physical world, with their Card so long as they comply with the Card conditions and notify us immediately* when they discover any fraudu-lent transactions.

Immediately means as soon as the Card Member is aware, but no later than on or before the due date of the statement in which the fraudulent transaction appears.

27.3 For enhanced customer protection, American Express does not allow transactions on fall back/magstripe mode in India.

28. BILLING ADDRESS

28.1 You must notify us immediately (at the address mentioned on last page of this document) of any change in your name and/or billing address or the names of any Supplementary Credit Card Members.

29 BILLING ERRORS OR ENQUIRIES/PROBLEMS WITH GOODS OR PURCHASES

29.1 If you have a problem with your monthly statement, please write to us at once and we will take reasonable steps to assist

you by providing such information as may be necessary in relation to Charges Charged to your Account. Any billing error or dispute shall not be entertained unless sent in writing to us (at the address mentioned on last page of this document) or by calling us on the numbers mentioned on the reverse of the Card. We may Charge a reasonable administrative fee for statement reprints or duplicate Record of Charge forms. If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on that credit slip to the Credit Card Account. Any claim or dispute against any Establishment must directly be resolved by you. No claim against an Establishment shall enable you to any set-off or counterclaim against us. We shall not be liable to you for quality, price or value of goods or services, or any defects in such goods or services, Charged with the Credit Card, or if an Establishment refus-es to accept the Credit Card. Subject to any law to the contrary, you are not entitled to withhold payment from us because of such claim or dispute.

30 FOREIGN CURRENCY CASH AND CHEQUE WITHDRAWALS

30.1 If you make a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees. The conversion will take place on the date the Charge is processed by overseas American Express treasury system, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to Ameri-can Express. If the Charge is not in the U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge amount into U.S. Dollars and then by converting the U.S. Dollars amount into Indian Rupees. If the Charge is in U.S. Dollar, it will be converted directly into Indian Rupees. If you make a cash/ cheque withdrawal outside India in a currency other than U.S. Dollars, that cash/cheque withdrawal will be converted into U.S. Dollars. The conversion will take place on the date the cash/cheque withdrawal is processed by American Express, which may not be the same date on which you made your cash/cheque withdrawal as it depends on when the cash/cheque withdrawal was submitted to American Express.

30.2 Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use a conversion rate based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by foreign currency conversion mark up on such Charges. If Charges are converted by the third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them.

31. OUR PROPERTY

31.1 Although for your use, all Credit Cards remain our property at all time. This means you must return the Credit card to us (at the address mentioned on last page of this document) if we should so request. The revocation, repossession or request for the return of the Credit Card is not, and shall not constitute any reflection on your character or credit worthiness and we shall not be liable in any way for any statement made by any person requesting the return or surren-der of the Credit Card.

32. DEBT ASSIGNMENT

32.1 We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Credit Card outstandings and dues to any third party of our choice without reference or intimation to you. Not with standing any such sale, assign-ment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you. You shall be liable for all costs and expenses on Account of any such assignment, sale or transfer and recovery of outstandings and dues.

33 RIGHT TO SET-OFF

33.1 In the event of your delaying or being unable to settle your Credit Card outstandings as provided in this Agreement for any reason whatsoever, you expressly and unconditionally authorise us to set-off and adjust any such outstanding against any amount that may be payable by us, to you on any Account whatsoever.

34 CARD ACCOUNT CLASSIFIED AS RED-FLAGGED AND REPORTING OF FRAUD

34.1 Red Flagged Account as defined by RBI in Master Directions on Fraud Risk Management in Commercial Banks (including Regional Rural Banks) and All India Financial Institutions is one where suspicion of fraudulent activity is detected owing to the presence of one or more Early Warning Signs indicators, alerting / triggering deeper investigation from potential fraud angle and initiating preventive measures by the banks. AEBC shall reserve a right to investigate and audit of accounts classi-fied as "Red Flagged" consequent upon triggering of early warning signs. AEBC may conduct an audit, of such Red Flagged Account and issue a notice with an opportunity to show cause within 21 days to you. You hereby agree to provide full cooperation for such audit. If, based on the material available on their record and internal investigation / assessment or the audit report submitted remains inconclusive or is delayed due to non-cooperation by you, AEBC shall conclude on status of the account, as a fraud and report the same to RBI. An account meeting the CRILC report-ing threshold, as mandated by RBI from time to time, once Red Flagged, shall be reported by AEBC to the Reserve Bank within seven days of being Red Flagged.

35 LIMITATION OF LIABILITY

35.1 Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost to the extend only but not otherwise. In particular we will not be liable for any consequential loss or any otherloss or damage including but not limited to loss of income, profits, interest, utility or loss of market. In any event, wewill not be responsible for losses or costs caused by any third party including (for example) resulting from mechanicalor systems failure affecting such third parties. In any event our liability for any loss shall be limited to a maximum ofamount paid by you as Lifetime/ Annual Membership Fee for the Card.

35.2 We are not liable in any way to you for any inconvenience, embarrassment, loss, damage (including but not limiting to consequential loss or special damage), cost or expense of any nature suffered or incurred by you orby any other person in respect of or in connection with your ability/inability of the use of Credit Card and/or this Agreement.

36 CHANGING THESE TERMS AND CONDITIONS AND POLICIES

36.1 We reserve the right to change these Terms and Conditions and revise policies, features and benefits offered on the Card at anytime on giving you notice as required by law including, without limitation to changes which affect existing balances, interest Charges or rates and methods of calculation. By keeping or using the Credit Card after notification, you agree to the change. If you do not accept any change to these Terms and Conditions, you may cancel the Credit Card by cutting it in half and returning both halves to us. You will still be liable for all Charges incurred and all other obligations under these Terms and Conditions until the Account is repaid in full.

37 COMMUNICATION WITH YOU

37.1 We may notify you of changes to this Agreement, including changes to fees, or rates by publication of a notice in an English language newspaper circulating throughout India or through communication sent along with your monthly Statement of Account or on the Statement of Account, or using electronic channels, at least 30 days prior to the effec-tive date of the change.

37.2 All notices (which may include notice of changes to this Agreement), disclosures and other communications (together,"communications") may also at our sole discretion be communicated to you by mail or electronically to the street and/or e-mail address you have provided in connection with your Card. Any communications from us shall be deemed given when deposited in the mail, postage prepaid, addressed to you at the latest address shown on our records, or sent electronically to the e-mail address you have most recently provided for your Card.

37.3 You must inform us immediately if you change your address or other contact information (such as telephone number or e-mail address) you have provided to us.

38 NOTICES

38.1 We shall be entitled to send any notice to you by ordinary post to your address last known to us. Any notice as sent by us shall be considered as received by you five (5) days after the date of posting. We may also send you notices electronically to your e-mail ID provided by you. We may send you alerts by way of SMS to your mobile numbers regis-tered with us. You agree to update us your e-mail ID and mobile number in case of any change by calling on the number mentioned on the reverse of the Card.

39 NO WAIVER OF OUR RIGHTS

39.1 No forbearance, delay or failure on our part to exercise any power or right under these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

40 ASSIGNMENT

40.1 We may assign any of our rights under these Terms and Conditions or the Accounts at any time without your consentto our parent, subsidiary or associate company.

41 INDEMNITY

41.1 You must indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Credit Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

42 OTHER TERMS AND CONDITIONS

42.1 The use of the Credit Card is also subject to any other Terms and Conditions governing the use of other facilities or features or product enhancements, which may be made available, from time to time.

42.2 American Express reserves the right to decline all or any jewellery transactions.

42.3 To prevent any misuse of your Card, American Express may decline a suspicious transaction made using your digital wallets.

43. GOVERNING LAW AND ARBITRATION

43.1 These Terms and Conditions are governed by laws in India. All Credit Card Members submit themselves to the exclusive jurisdiction of the Courts in the State of Delhi.

43.2 Any dispute, difference and/or claims arising out of in connection with or in relation to this Agreement, shall be settledby arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator, whose appointment shall be made at the instance and discretion of the American Express Banking Corp. The arbitrator appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this clause and/or should be decided under the Arbitration and Conciliation Act, 1996.

43.3 Any arbitration award granted shall be final and binding on the parties. The venue and seat of the Arbitral Tribunal shall be at New Delhi.

43.4 This Clause 42 shall survive termination of the Cardholder Agreement.

44 Card issued by AEBC are equipped to enable contactless payments. Payment through the contactless mode is allowed for a limit of maximum INR 5,000* for a single transaction without entering a PIN. Any transaction for an amount more than INR 5,000* should be authenticated using a PIN either by Tap + Pin or Chip+ Pin.However, it is not a mandated requirement to use the contactless mode for payments. If preferred, customers have the option to make all card pres-ent payments as contact transactions using Chip+ PIN, irrespective of the transaction value. Please refer to American-express.co.in/contactless for further details.

I understand that the American Express Card issued to me will be enabled for Contactless Payments, and have under-stood the technology, its use and risks associated with making payments through contactless mode.

Please be advised that few of our merchant terminals are still undergoing the upgrade process, to support Contact-less Transactions upto INR 5000, without PIN authentication. We regret inconvenience, caused, if any,during this transition period.

45 For all applicable Charges, Fees & Rate of Interest, please refer to the Most Important Terms and Conditions (MITC).
To view the MITC, please visit americanexpress.co.in/mitc

CMA/11/26



American Express Banking Corp.,
Cyber City Tower C, DLF Bldg. No. 8, Sector-25, DLF City Ph II, Gurgaon-122002.
americanexpress.co.in