Terms and Conditions Card Member Agreement

Terms and Conditions for American Express Platinum Card® Assistance & Travel and Lifestyle Services offered by Aspire Lifestyles available with the American Express Platinum Card®

Please refer to the American Express website (www.americanexpress.com/in/legal/most-important-terms-conditions-agreements.html) for most updated Terms and Conditions.

1. Definitions

1.1 American Express Platinum Card Assistance & Travel and Lifestyle Services offered by Aspire Lifestyles available with the American Express Platinum Card®
Travel and Lifestyle Services "Travel and Lifestyle Services" means the travel and lifestyle assistance services made available as a benefit to eligible American Express Platinum Card Members and offered and provided by Aspire Lifestyles India Private Limited ("Aspire Lifestyles"), 24 hours a day, 7 days a week, subject to these Terms and Conditions.

- Travel and Lifestyle Services by Aspire Lifestyles India Private Limited ("Aspire Lifestyles")
- Travel Emergency Assistance/ Medical Assistance

1.2 Provision of Travel and Lifestyle Services
Aspire Lifestyles offers and provides the Travel and Lifestyle Services in its independent capacity. Where Aspire Lifestyles arranges or facilitates goods or services provided by a third party, the applicable goods or services are provided by that third party and are subject to its applicable terms and conditions. Nothing in these Terms and Conditions makes Aspire Lifestyles an agent of American Express for the provision of Travel and Lifestyle Services or makes American Express the provider of such services.

1.3 Covered Person
1.3.1 For Travel and Lifestyle Services, Travel Emergency Assistance and Covered Persons are defined as:
All American Express Basic Platinum Card Members and Supplementary American Express Platinum Card Members billed in Indian Rupees. Whose Card Accounts are in good standing.

1.3.2 For Medical Assistance, Covered Persons are defined as:

- All American Express Basic Platinum Card Members billed in Indian Rupees, who's Card Accounts are in good standing
- All American Express Supplementary Platinum Card Members billed in Indian Rupees, whose Card Account s are in good standing
- The Card Member's spouse and dependent children under 18 years of age, living at the same address, whether or not they are travelling with the Card Member. Where the Covered Person is not a Basic or Supplementary Plat in um Card Member any applicable Charges would be charged to the Card Account of the Basic Platinum Card Member. And any request for assistance must be made by the Basic or Supplementary Card Member only.

1.4 Coverage

- Travel and Lifestyle Services is available in the Covered Person's country of residence and worldwide.
- Travel Emergency Services and Medical Assistance is available when the Covered Person is travelling overseas for a period not exceeding 90 days.
- Is available to the covered persons for their usual place of residence in the cities of Delhi, Kolkata. Chennai, Bangalore. Mumbai and Hyderabad only.

1.5 Red Flagged Account

- This 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. Travel and Lifestyle Services

2.1 Services Offered
Travel and Lifestyle Services covers the following types of services:

I. Entertainment Information
II. Entertainment Ticket Reservations
III. Flower Orders and Delivery
IV. Fine Food Arrangement and Delivery: including cakes, champagne, and wine, chocolates and food hampers
V. Restaurant Reservations including American Express Platinum Card Fine Dining Programmed Restaurant Reservations
VI. Gift Arrangement and Delivery
VII. Pre-trip Travel Information: including visa requirements, weather information, and inoculation requirements, and consulate and embassy travel warnings VIII. Travel Domestic & International RequestsIX. Referrals to Restaurants, Shops, Suppliers of Goods and Services, Consulates and Embassies X. Referrals to and Arrangement of Conference and Business Services, and Translation Services.

2.2 General Conditions
The Covered Person will be informed of the applicable costs and available options before any booking or purchase is made. Aspire Lifestyles will not incur third-party costs on behalf of the Covered Person without the Covered Person's authorization. Aspire Lifestyles will use reasonable efforts to inform the Covered Person of applicable cancellation terms and charges. Any refund will be subject to the applicable terms and conditions of Aspire Lifestyles and/or the relevant third-party provider. fulfilment of requests is subject to availability, geographical and other applicable limitations. Where a request cannot be fulfilled as requested, Aspire Lifestyles may provide alternative options, where available.

2.3 Charges
Aspire Lifestyles will endeavour to provide the Covered Person with a clear breakdown of applicable costs before arranging the requested service. The Covered Person will not be charged for research and/or coordination services, including related telecommunication expenses, performed by Aspire Lifestyles as part of the Travel and Lifestyle Services.

The following expenses will be the responsibility of the Covered Person. The Covered Person will be informed before any booking or purchase is made: Costs of goods/services purchased

I. Any deposit payable
II. Costs incurred as a result of cancellation
III. Delivery and shipping costs
IV. Insurance related to the shipment of goods
V. Custom duties and import taxes
VI. Sales tax relating to the purchase of goods and services
VII. Bank Charges relating to the transfer of funds associated with payment of goods and services
VIII. Cancellation Charges (if any).
To the extent possible, goods and services acquired on behalf of the Covered Person will be charged directly by the by the relevant third-party provider to the Covered Person's American Express Platinum Card Account.

2.4 Description of Services and Conditions Relating to Provision of Services

2.4.1 Entertainment Information

Aspire Lifestyles will provide to the Covered Person information regarding entertainment events worldwide including in the Covered Person's country of residence. Types of events will include sporting events, musical events and theatrical events. Aspire Lifestyles will provide information relating but not limited to:

a) Schedule of events
b) Venue and date(s) of event
c) Special conditions such as seating arrangements and/or dress codes
d) Entrance and seating costs
e) Any published information

2.4.2 Entertainment and Ticket Reservations

Aspire Lifestyles will locate and purchase tickets on behalf of the Covered Person for entertainment events such as sporting, musical and theatrical events worldwide including Covered Person's country of residence. Aspire Lifestyles will purchase tickets from the box office and official agents of the box office but Aspire Lifestyles will not deal with unofficial ticket brokers. Aspire Lifestyles will use its worldwide network to source and purchase the best available ticket(s) according to the Covered Person's requirements.

2.4.3 Flower Orders and Delivery

Upon request from a Covered Person, Aspire Lifestyles shall order and arrange delivery of flowers plants and/or floral arrangements to a requested worldwide destination including the Covered Person's country of residence. Gift deliveries may include a message Card. provided that details are supplied to Aspire Lifestyles at the time the order is placed.

2.4.4 Fine Food Arrangement & Delivery

Upon request from a Covered Person, Aspire Lifestyles shall arrange the delivery of Fine Food items such as Champagne, wine gourmet food and food hampers to a requested destination. Fine food deliveries may include a message Card provided that details are supplied to Aspire Lifestyles at the time the order is placed.

2.4.5 Restaurant Reservations

Upon request from the Covered Person, Aspire Lifestyles will make restaurant reservations on behalf of the Covered Person and continue to monitor the reservation until the actual date and time, so as to secure a satisfactory arrangement.

2.4.6 Fine Dining Programme

Aspire Lifestyles has exclusive arrangements with a number of premium restaurants to provide reservations at short notice and other benefits exclusive to American Express Platinum Card Members. Current details of restaurants participating in the Fine Dining Programme can be obtained from the Aspire Lifestyles and are subject to change. Participating restaurants offering exclusive table reservations for American Express Platinum Card Members will reserve at least one table for dinner (and lunch, if served) for the exclusive use of American Express Platinum Card Members. Reservations must be made through the Aspire Lifestyles and are offered on a first come first served basis. Reservations for participating restaurants outside India can be made until 10 a.m. (local time) on the day required subject to availability. Reservations at participating restaurants within India can be made until 12 noon for lunch and 7 p.m. for dinner.

2.4.7 Gift Arrangement & Delivery

Aspire Lifestyles will make arrangements on behalf of the Covered Person for the delivery of gifts, including flowers cakes toys.

2.4.8 Aspire Lifestyles Aspire Lifestyles

2.4.9 Referrals to Restaurants, Consulates & Embassies

The Covered Person may request referrals to restaurants, and consulates and embassies around the world. Aspire Lifestyles will provide information such as name, address and contact details and details of services offered. The final choice of a restaurant, will be the responsibility of the Covered Person.

2.4.10 Translation Services and Conference Facility Arrangements

In the event that the Covered Person requires the services of a translator, Aspire Lifestyles will source and provide quotation(s) and. upon approval from the Covered Person, proceed to make the necessary translation arrangements. Should the Covered Person require conference facilities, Aspire Lifestyles will provide information about venues and locations and, at the Covered Person's request make arrangements to secure these facilities on behalf of the Covered Person. The final choice of translator and conference facilities will be the responsibility of the Covered Person.

2.4.11 Purchase and Shipping Restrictions

Aspire Lifestyles will purchase and ship luxury items and gifts on behalf of the Covered Person, provided such goods are for the Covered Person's personal use and a shipping agency can be located to ship the requested item(s) and provide the applicable insurance cover provided such items are allowed to be imported under the prevailing exchange control guidelines as amended by Reserve Bank of India from time to time. Aspire Lifestyles will not arrange the purchase or delivery of any commercial consignment. Aspire Lifestyles will purchase and ship items in accordance with international shipping regulations and will observe the customs and excise restrictions that are in force. The Covered Person will be informed of any applicable customs excise, value-added taxes and other taxes. The Covered Person is responsible to all such Charges and restrictions. Aspire Lifestyles will only arrange to ship items that are insured to the full purchase value of item(s). If the Covered Person chooses not to opt for the insurance then Aspire Lifestyles will refer them to the relevant shipping agent to make arrangements directly.

2.4.12 Exclusions in Locating Goods

Aspire Lifestyles will not assist with requests involving goods or services that are prohibited by applicable law, intended for large-scale commercial use, subject to applicable import or shipping prohibitions, or otherwise outside the scope of the Travel and Lifestyle Services. Aspire Lifestyles may decline any request that it reasonably considers unlawful, unethical or inappropriate.

2.5 Cash Advances for Travel Emergencies

For American Express Platinum Card Members who require emergency cash advance outside India while travelling overseas (excluding Nepal and Bhutan) in the event of loss or theft of all necessary travelling documents, flight delay/cancellation, missed connection of flight, when the following situation limits their ability to obtain cash:

- After business hours all Banks and American Express Travel Service Offices are closed
- In remote locations where there is no American Express Travel Service Offices, no Banks or American Express Offices

  Aspire Lifestyles will organize a cash advance delivery of up to US$1000 to the Covered Person for the above purpose. The advanced amount will be charged to the Covered Person's American Express Platinum Card Account within 30 days of the date from when the service was provided.

3. Travel Emergency Assistance by American Express Platinum Card Assistance & Aspire Lifestyles

3.1 Emergency Medical Assistance

3.1.1 Dispatch of Essential Medicines Not Readily Available

If medical supplies are necessary for treatment of an unforeseeable disease or accident and cannot be obtained locally. American Express Platinum Card Assistance and/or Aspire Lifestyles will put its best endeavor to obtain and dispatch them to the Covered Person at the earliest possible time. The cost of such medications duties and taxes (if applicable) will be borne by the Covered Person. These Charges will be billed to the Covered Person's Platinum Card Account within 30 days from the date of service.

3.1.2 Medical Assessment of Treatment Received Locally/Medical Monitoring

Platinum Card Assistance and/or Aspire Lifestyles shall take all reasonable steps to obtain a medical assessment of the treatment of a Covered Person and co-ordinate where it is medically advisable in the opinion of a physician designated by Platinum Card Assistance and/or Aspire Lifestyles (Designated Physician); monitor the local treatment until the Covered Person is released from treatment or is sent home. Platinum Card Assistance and/or Aspire Lifestyles guarantees that the Designated Physician of the relevant jurisdiction be of good repute and not have been the subject of any reprimand or malpractice proceedings.

These steps include but are not limited to:

a) The Designated Physician shall follow up with the local treating physician, discuss the preliminary diagnosis and evaluate the recommended treatment based on the information made available to the Designated Physician

b) The Designated Physician will contact the local treating physician throughout the treatment period, when deemed medically advisable to monitor the progress of the Covered Person and to determine the adequacy and necessity of the treatment being provided to the Covered Per son. In cases where the Designated Physician does not deem it medically advisable to contact the local treating physician every 48-hours or more frequently, while the Covered Person is in hospital. a representative for American Express Platinum Card Assistance and/or Aspire Lifestyles will contact the Covered Person at least every 48-hours. if possible and if not, will contact the local physician in order to monitor the progress of the Covered Person.

3.1.3 Medical Evacuation & Repatriation

If the Designated Physician determines that the Covered Person is not receiving adequate treatment locally, American Express Platinum Card Assistance and/or Aspire Lifestyles will organize his/her transfer to a more appropriate hospital, at no cost to the Covered Person. If necessary depending on the injury or illness and if medically advisable, the Covered Person will be repatriated to the medical Centre closest to his/her usual place of residence. If transportation is required. It will be arranged by one of the following options: First Class Train; couchette or sleeping car, Taxi, road or air ambulance on a scheduled flight and business class if possible. Repatriation will not be provided for illness or injuries of a mild nature, which can be treated locally and do not prevent the Covered Person from continuing his/her journey.

3.1.4 Emergency Funds

To minimize financial inconvenience to the Covered Person in an emergency the following services will be provided:

a) When Platinum Card Assistance and/or Aspire Lifestyles has been provided with information that the Covered Person is covered by a health insurance policy which would cover the services in question. Platinum Card Assistance and/or Aspire Lifestyles shall first ask the medical facility or local treating physician to bill the insurance company of the Covered Person and if the medical facility or local treating physician is unwilling to do so, shall then request the medical facility or local treating physician to bill the Covered Person directly rather than requiring the Covered Person to pay on site

b) Where a local treating physician or medical facility refuses to provide needed medical services to a Covered Person without receiving advance payment for those services and or obtaining a guarantee, upon request of the Covered Person the Platinum Card Assistance and/or Aspire Lifestyles shall guarantee and when necessary advance up to US$8,000. If a Covered Person is unconscious and American Express Platinum Card Assistance and/or Aspire Lifestyles determines it is necessary to offer such a guarantee or to advance payment to a local treating physician or medical facility. Platinum Card Assistance and/or Aspire Lifestyles shall do so on the Covered Person's behalf, if a family member is not available for this purpose. All such payment s will be billed to the Covered Person's Platinum Card Account

3.1.5 Visit of an Immediate Family Member to the Covered Person's Hospital Bedside

Platinum Card Assistance and/or Aspire Lifestyles shall arrange and pay for emergency round trip economy class transportation for one member of the immediate family of the Covered Person to travel to the place of treatment if:

a) The Covered Person is travelling alone or with a child of 16 years or younger, or with a travelling companion who is not a family member and who has been required to leave the Covered Person; and

b) A Designated Physician in consultation with the local treating physician, reasonably anticipates that the Covered Person will be hospitalized for 10 consecutive days or more, Platinum Card Assistance and/or Aspire Lifestyles shall arrange accommodation for the family member but shall have no responsibility for the cost of the accommodation, meals, or other expenses of the family member.

3.1.6 Repatriation of Dependent Children

If the dependent children aged 16 years or younger travel ling with the Covered Person at the time of accident/ injury or illness of the Covered Person, are left unattended, Platinum Card Assistance and/or Aspire Lifestyles shall arrange and pay for the one-way, economy class transportation to return the children to their usual place of residence. Should it be necessary for the children to be accompanied by an attendant, Platinum Card Assistance and/or Aspire Lifestyles shall pay for a qualified escort to accompany the children. If the child of a Covered Person or a member of the Covered Person's family designates a ret urn destination other than the Covered Person's usual place of residence, Platinum Card Assistance and/or Aspire Lifestyles shall make the travel arrangements purchase the tickets and pay for such travel up to the cost of travel to the usual place of residence of the Covered Person. Any extra expense will be charged to the Covered Person's Platinum Card Account.

3.1.7 Transportation of a Travelling Companion

If a decision is made to evacuate or repatriate a Covered Person to another hospital or treatment facility, Platinum Card Assistance & Aspire Lifestyles will provide for the one-way, economy class transportation of one travelling companion who is covered under this Agreement(the" Covered Travelling Companion") to return to the usual place of residence of the Covered Person, provided that the ticket of the Covered Travelling Companion has become invalid as a result of delay caused by the illness or injury of the Covered Person (the class of air transportation will be the same if available, as the Covered Persons original ticket). If the Covered Travelling Companion designates a return other than the usual residence of the Covered Person, Platinum Card Assistance and/or Aspire Lifestyles shall make the travel arrangements, purchase the tickets and pay for such travel up to the cost of travel to the usual residence of the Covered Person. Any extra expense will be charged to the Covered Person's Platinum Card Account.

3.1.8 Transmission of Urgent Messages

If Platinum Card Assistance and/or Aspire Lifestyles has been notified that a Covered Person has been admitted to a medical facility within 48-hours of such admission or at the time when the Covered Person is first reachable by telephone whichever is the latest, Platinum Card Assistance and/or Aspire Lifestyles shall ask the Covered Person admitted to the hospital or medical facility whet her he/she would like Platinum Card Assistance and/or Aspire Lifestyles to contact the immediate family next of kin or business associates. Platinum Card Assistance and/or Aspire Lifestyles shall use its best efforts to make any such contact requested by the Covered Person. As long as Platinum Card Assistance and/or Aspire Lifestyles exercises due care and transmits such in formation in a reasonable manner, Platinum Card Assistance and/or Aspire Lifestyles shall have no responsibility for, and the Covered Person shall indemnify Platinum Card Assistance and/or Aspire Lifestyles for any damage caused by any information transmitted by Platinum Card Assistance and/or Aspire Lifestyles on behalf of the Covered Person.

3.1.9 Transportation of the Travelling Companion to the New Place of Hospitalization

When Platinum Card Assistance and/or Aspire Lifestyles moves a Covered Person from one hospital to another, other than a medical facility near his/ her usual place of residence, Platinum Card Assistance and/or Aspire Lifestyles shall arrange and pay tor one travelling companion of the Covered Person or a family member who is with the Covered Person, but not both, to travel to the new hospital location. The travelling companion will use the same mode and class of transport as the Covered Person, whenever practicable.

3.1.10 Emergency Hotel Expenses

Platinum Card Assistance and/or Aspire Lifestyles will arrange and pay up to US$200 per night for a hotel room up to a maximum of 5 consecutive nights in case the Covered Person has to remain in the country when travelling tor emergency medical treatment or fur the r medical check-ups tor the purpose of convalescence monitored and agreed by a Designated Physician and if this treatment will extend the trip duration of the Covered Person beyond his/ her original plans.

3.1.11 Repatriation of Mortal Re mains

In the case of death of the Covered Person, Platinum Card Assistance and/or Aspire Lifestyles shall arrange the prompt transportation of the mortal remains back to his/ her usual place of residence. Platinum Card Assistance and/or Aspire Lifestyles shall pay all the associated expenses including up to US$700 for a coffin or other encasement of remains suitable for travelling purposes only, excluding the cost of ceremonies or cremation/ burial. The choice of coffin or encasement of remains will be at the discretion of Platinum Card Assistance and/or Aspire Lifestyles.

3.1.12 Return Home on the Death of a Relative

Platinum Card Assistance and/or Aspire Lifestyles shall make the travel arrangements and pay the costs of the Covered Person including but not limited to purchasing an economy class airline ticket to return as soon as possible to their usual place of residence in the event of the death of a relative and in order to attend the deceased's funeral and will include any one of the following residing in India; father mother, parents -in-law, legal spouse, child, brother or sister, provided that the Covered Person's travel ticket is not valid for an early return to his/ her usual place of residence.

3.1.13 Referral to Medical Service Providers

Platinum Card Assistance and/or Aspire Lifestyles shall provide the Covered Person with the name, address and telephone number of a nearby Medical Service Provider such as doctors, dentists, hospitals and clinics. Wherever possible, the Covered Person will be provided with the details of two or more providers. The final select ion of the provider shall be the responsibility of the Covered Person.

3.1.14 Replacement of Spectacles/Contact Lenses/Prescribed Medicines Platinum Card Assistance and/or Aspire Lifestyles **arrange and organize transportation of replacement** spectacles or contact lenses (if left behind or lost) or urgently needed prescribed medicine not readily available in the country in which the Covered Person is travelling. provided that the Covered Person is able to supply sufficient information to Platinum Card Assistance and/or Aspire Lifestyles to locate the optical provider regularly used by turn/her, or in the case of medicine. The necessary prescription. Costs of research, transport and packing will be paid by Platinum Card Assistance and/or Aspire Lifestyles. The costs of replacement lenses, spectacles Or medicine plus any costs related to doctors' fees or import duties or taxes von be Charged to the Covered Person's Platinum Card Account within 30 days from the date of shipment. All medicine that is prescribed on a monitoring basis will not be provided unless the Covered Person attends an appointment with a registered medical practitioner

4 Terms and Conditions International Airline Programme ("AE-IAP")

1. The AE-I AP is subject to these conditions. American Express reserves the right to change these conditions from time to time without prior notice and/ or to discontinue the whole programme.
2. Airlines reserve the right to change, cancel or restrict flight operation s without notice. AE-IAP Companion Seat allocations or Upgrades may be limited by airlines to certain flights and/or date s. AE-I AP is subject to the Terms and Cond it ions of each participating carrier. American Express does not guarantee that seats or tickets will be available.
3. Certain airlines may impose a Charge for AE-IAP Companion Tickets or Upgrades either generally or during high demand/season periods. You will be advised of any applicable Charge at the time of booking.
4. To qualify for the AE-IAP Companion ticket or Upgrade:
   Your journey must start and end at the same port as designated by the participating airline and be completed within the period during which your selected carrier participates in the programmer. You will be advised of any applicable dates at the time of booking; a ticket must be purchase d at the designated AE-IAP full published fares (non restricted fare) on a participating airline and Charged to a valid American Express Platinum Card which is in good standing: the American Express Platinum Card Member who purchases the ticket(s) must be one of the travelers: AE-IAP tickets are non-transferable and non-endorsable; the person using the Companion Ticket must travel wit h and have the same itinerary as the Card Member with the paid ticket and is subject to all applicable government fees, taxes and Charges.
5. Any travel on a non -participating airline must be ticketed and paid for separately and is not part of the AE-IAP. Code share flights on the worldwide partners of the participating airlines are not eligible under this Programme.
6. One Companion Ticket or Upgrade only is allowed per American Express Platinum Card Member travelling per itinerary. Companion Tickets have no refund value and do not earn Frequent Flyer mileage. To obtain a refund of the paid ticket, the Companion Ticket must al so be returned along with the original paid ticket.
7. Advance reservations must be ticketed no later than 30 days before departure or reservations will be cancelled. Reservations made less than 30days before departure must be ticketed within 72 hours after bookings are made or reservations will be cancelled.
8. The AE-I AP Companion Ticket and Upgrade offer is not valid and may not be combined with any promotion, discount, negotiated or corporate rate.
9. Travel booking and related services under the AE-IAP will be facilitated by Aspire Lifestyles. Travel services are provided subject to the applicable terms and conditions of Aspire Lifestyles and/or the relevant airline or other travel service provider. American Express does not own or operate any airline or other travel service provider and is not responsible for service deficiencies of such providers, including delays, cancellations, itinerary changes, loss or damage to possessions. Card Members remain responsible for obtaining appropriate travel documentation and complying with applicable health, customs, currency and other legal requirements.
10. The AE-IAP is available to American Express Platinum Card Members from a variety of participating air lines each with specifically designated ports of departure and arrival. Please refer to Aspire Lifestyles for details of participating airlines, applicable routing and timetables and fares in force, of any particular airline.
11. These Terms and Conditions shall run concurrently and continuously along with the American Express Platinum Card Member Terms and Conditions and shall not waive any rights or obligations under that Agreement.

Signature-On-File

1. Monies Paid to American Express Banking Corp.

It is a condition of any booking that all monies paid to American Express Banking Corp, Cyber City, Tower-C, DLF Building No. 8, and Sector-25, DLF City, Phase- 11. Gurgaon - 122 002 (" American Express") as and when it sees fi t for or in respect of the services to be provided or fees payable to suppliers or carriers, and the payment of a deposit or Charge Card authorization for travel or related fees shall be deemed to be a direct ion by the client to American Express to disburse such monies as aforesaid.

2. Prices/Exchange Rates

Price justifications for travel are expressed in Indian Ru pees and are based on foreign currency exchange rates, tariffs, taxes and fares valid at time of quoting. These are subject to alteration if there are fluctuations in rates of exchange, taxes or fares, or for other cause, at any time.

3. Variations of Conditions

American Express reserves the right to vary these Signature-On -File Conditions at anytime, but no such variation shall be binding unless made or confirmed in writing.

4. Monies Paid to American Express

You agree to be responsible for all Charges to your American Express Card Account authorised by you or any Authorised Individual via phone, fax. E-mail or in person, and where you or any Authorised Individual is the beneficiary of the service request ed. You authorise us to accept instructions from any individual who reasonably appears to be yourself or an Authorised Individual.

You agree to authorise us without delay, of any changes to your Card Account number or stat us, or any Authorised Individuals. Cancellation of the authority of an Authorised Individual is not effective until received by American Express. Aspire Lifestyles act as as agent for the supplier or service provider in booking or arranging all transport. Sightseeing hotel accommodation and other travel -related services. American Express does not own manage, control or operate any supplier of services. All coupons, receipts and conditions specified by the suppliers. By accepting the coupons and tickets and utilising their services you agree that neither American Express nor any of its subsidiary companies or Representatives shall be liable for any loss. injury or damages to you or your belongings or otherwise in connection

with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond its control, including breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule, etc. Also remember that t rave l documents, if necessary,and compliance with customs regulations, if applicable are your responsibility.

5. Refunds

Unused documents for which refund is sought must be returned to American Express. Refunds are subject to airline and other operator Terms and Conditions as well as outgoings incurred by American Express. Because of checking procedures these can take a minimum of 4-8 weeks to be processed. America n Express will, however, issue a Temporary Cred it (without liability),for tickets originally paid for on The American Express Card only, for cancelled or returned tickets when clients advise the ticket number carrier and place and time the tickets were returned. In the case of lost tickets, a Temporary Credit will be passed upon receipt of a copy of the Lost Ticket Indemnity Form.

6. General Information

This authorization is valid until your American Express Card Account changes (i.e.: replaced due to lost/ stolen Card) expires or is revoked in accordance with The Card Member Agreement. We shall require you to sign a fresh authorization if the Card Number has changed due to replacement, if it has expired or if you have revoked this authorization in writing, but then subsequently decide to use the Signature-On- File facility.

If the American Express Card issued to you is cancelled or authorization for the Car d is refused, you will pay American Express office directly any amounts outstanding for travel services. These Terms and Conditions in no way change or affect your responsibility and obligations as defined in the Card Member Agreement issued to you. In the event any provision conflicts with a provision of the Card Member Agreement, the Card Member Agreement shall prevail.

American Express Platinum Card
Card Member Agreement

Before you sign or use The Platinum Card, read this Agreement thoroughly, because by signing, using and accepting the Card, you will be agreeing to the Terms and Conditions contained in this Agreement. Your use of the Card will be governed by this Agreement.

1. Definition

As you read this Agreement, remember the words “you” or “your” mean the person whose name appears on the Card Application. The words “we”, “our”, “us” refer to American Express Banking Corp., (“AEBC”)

When we use the term “Card” we are referring to any Card issued by AEBC, to you and all of her Cards issued on your Card Account including the Basic Card and any Additional Cards which carry the name of American Express or the trade mark or logo or service mark of American Express on the face of the Card. If you are the individual who asked us to issue one or more Cards, you will be called the “Basic Card member” and you will have an Account with us which we call your “Car d Account”.

The Car d we issue to you will be called the “Basic Card”. Your request for the “Basic Card” would be deemed to be inclusive of the “Additional Card” for helping you to segregate your personal and business expenses. If you receive the Card at the request of a Basic Card Member to use in connection with the Basic Card Member’s Account, you will be called a “Supplementary Card Member” and the Card issued to you will be called a “Supplementary Card”.

The term “Additional Card” will, however, include and mean both the Cards issued to the Supplementary Card Member and the Card issued to the Basic Card Member. Additional Cards are issued at the request of the Basic Card Member and they may be cancelled at the request of the “Basic Card Member” or if the Basic Card Member is unwilling or unable to meet all obligations relating to the Additional Card or the Account. When that happens, the Basic Card Member shall ensure that the Additional Cards are surrendered to us, cut in half. The Basic Card Member shall remain liable for all Charges made on the Additional Card(s) before it is returned to us. The Basic Card Member and any Additional Card Member using a Basic Card Member ‘s Account agree both jointly and severally to be bound by all terms of this Agreement.

When we use the term “Establishment” we are referring to any corporation, firm, company or person who holds itself out as willing to accept the use of a Card in settlement of the price of the provision of any goods or services.

2. Acceptance of This Agreement

If you agree to be bound by this Agreement, you should sign the Card as soon as you receive it. If you do not wish to be bound by this Agreement, cut the Card in half and return the pieces to us promptly. Unless you do so, we will assume that you have accepted this Agreement. If you do sign the Card, you should not use it before the valid date or after the expiration date printed on the face of the Card.

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.

4. Liability for Charges – Immediate Payment

You may be allowed to use the Card to access (i) Cash Advances and (ii) withdrawal from Automated Teller Machines (ATMs), select partner Banks and from other locations as may be offered by us from time to time. We may issue PIN 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 Card, please contact us (please refer to the last page of this Agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

5. Cash Advance/Express Cash

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

We may issue PIN 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 Card, you may apply for enrolment in the Express Cash Facility. To do so, you must complete and submit an enrolment form. You can contact us at to obtain the form for Express Cash Facility (please refer to the last page of this Agreement). We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash withdrawal from ATMs with the Card unless you have the PIN. You may access Cash Advances, subject to Terms and Conditions applicable to Express Cash transactions. We may vary the amounts that you can access at our discretion. The applicable handling Charges, transaction Charges and other Terms and Conditions for Express Cash transactions will be communicated to you.

6. Dial a Draft/Phone Pay

Telephone-Personal Identification Number (T-PIN) or other particulars as may be stipulated or (ii) by completing the prescribed Order Form in full. A request based on an incomplete Order Form may be rejected. In case of requests received over the telephone, we will be at liberty to record the conversations on tape and the said recordings may be relied at our discretion, if required. Requests which fulfil our requirement will be processed and Drafts will be produced and sent to the Card Member. American Express has the sole discretion to accept or reject a request full amount of the Draft. No Draft will be issued for part of the amount requested. In addition to the value of the Draft, a service fee as may be decided by us and which may vary from time to time, will be Charged to your Card Account.

While we will mail/courier the Draft as soon as it is ready, we will not be responsible on Account of non-delivery or delays in delivery or non-receipt of Drafts. If a Draft is lost or needs to be cancelled, you must inform us immediately. Any refunds due to cancellation of the Draft will be done only through credit to your Account after receiving a duly filled indemnity from you in the form acceptable to us. Service Charges will not be refunded in the event of cancellation of the Draft.

7. Platinum Privileges

We may offer you various Platinum Privileges from time to time. The usage of these privileges by you is purely "voluntary" and has been offered by us on a "best effort basis". We make no guarantee, assurance, or representation and assume no liability with regard to the merchant ability, fitness of the various devices or equipment used for various activities organized/conducted by third parties. We assume no responsibility for the competence or expertise of the said third parties. Please note that any participation in the said activities is subject to your fitness and with full knowledge of the various risks such as injury/disability/disease/death inherent or arising out of such activities. The redemptions are subject to applicable third party Terms and Conditions and/ or fulfilment of travel documentation. We will neither be responsible nor guarantee the quality of the goods/services and are not liable for any defect or deficiency of goods or services so obtained/availed so redeemed by you and shall also not by be liable for any loss/ damage/claim that may arise out of use or non-use of any good s or services so availed by you. We reserve our absolute right to withdraw and/or alter the Terms and Conditions of the various privileges at any time without prior notice.

8. Payments

You must always pay us in Indian Rupees with a draft, cheque, NEFT or Cash. You may also authorize us to debit directly to your Account with your financial institution and credit your Card Account with the total amount due on the monthly statement (National Automated Clearing House). If you select NACH, we will advise you of the Terms and Conditions governing its operation. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Account in the past month. We may accept partial payments, or any cheques or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in anyway.

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.

9. Dishonoured Cheques and Dishonoured NACH Instructions

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, we may Charge the Card Account as appropriate to cover our internal administration costs.

10. Late Payment Charge

A Delinquency Fee is levied if American Express does not receive full payment of the Amount Due (as shown on the monthly statement) by the Due Date. The Delinquency Fee will be levied at the rate of 5% on the unpaid balance (with a minimum monthly Delinquency Fee being `300), in the next monthly billing statement until the payment is received in full."

11. Use of Cards

The Card issued to you can be used in India and overseas. You agree and undertake that the American Express Card issued to you, if used overseas shall be utilized strictly in accordance with the relevant exchange control regulations issued and a s 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. Further you also agree and understand that if you are required to get your passport endorsed for any such Charges incurred by you a stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on you. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by you, you shall be liable for any action under the Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 as amended, and be debarred from the American Express Card facility either at our instance or by the RBI. The Globally Valid Card issued to you is valid for payments in Nepal and Bhutan only in Indian Rupees.

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. 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 affect your liability to us for payment of all Charges made with the Card issued to you. You agree to notify us in writing, at once, if the Card is lost, or stolen, or if you suspect it is being used without your permission. You shall also file an FIR with the nearest Police Station from where the loss occurred. Provided that you have acted in good faith, your liability to us arising out of any unauthorized use of the Card prior to such notification shall be limited to Indian `1,000. You agree that you will not resell or return for a cash refund any merchandise, tickets or services obtained with the Card. You may return a purchase to an Establishment honoring the Card for credit only if the Establishment permits and approves such return. We reserve the right to deny authorization for any requested Charge. American Express reserves the right to decline all or any jewellery transactions. You agree to ensure that any Additional Cards issued on your Card Account are used in the manner consistent with this clause. For contact details please refer to the last page of this Agreement.
To prevent any misuse of your Card, American Express may decline a suspicious transaction made using your digital wallets.

12. Billing Errors or Inquiries/Problems with Goods and Services

In the event of any queries on the monthly statement of the Card Account submitted to us in writing within 60 days of the statement date, we will take reasonable steps to assist you by providing information in relation to Charges Charged to the Card Account. We may Charge a reasonable administrative fee for statement reprints or Record of Charge forms. If you do not notify us of an error or omission on the statement within 60 days of the statement date, the state be conclusively settled to be correct except for any amount, which has been improperly credited to the Account. View the contact details please at the end of the Agreement In case of Card Member billing disputes/transaction disputes including unauthorized transaction notified by the customer, American Express follows its dispute resolution policy whereby a temporary or permanent suspension credit, as per American Express's internal policy, is applied on the disputed transaction and the case is investigated for the dispute, which is closed within 30 days. On being notified by the customer, American Express shall credit of the amount involved in the fraudulent transaction to the customer's Card account within 10 working days from the date of such notification by the customer.

If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on the credit slip to the Card Account. We are, however, not responsible or liable for any defects or complaints in respect of the good s or services which you may have Charged to the Card. Any dispute should be directly sett led with the Establishment. In all circumstances, we must be paid the full amounts shown on the monthly statement and no claim by the Card Member may be the subject of set off or counterclaim against us. We accept no responsibility for the failure of any Establishment to accept the Card or for any loss or damage arising from the manner of its acceptance of the Card. Furthermore, we shall not be liable for any act or omission of any third party supplier including an insurance company offering any privilege or benefit to the Card Member and any dispute arising there from should be directly settled with it. For contact details please refer to the last page of this Agreement.

Your statement will be generated once in a month for each billing period during which there is an activity or a bala

13. Monthly Statement

Your statement will be generated once in a month for each billing period during which there is an activity or a balance outstanding once outstanding on your Account. The statement will identify purchases, cash advances, balance transfer transactions, fee and all other charges, payments industry sources on the business day prior to the processing date, increased by a single conversion commission of 3.5% + applicable taxes. If Charge, cash/cheque withdrawals are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them. However, there may be no statement generated for the period in which there has been no outstanding due to no transaction on the Account in the past month.

14. Charges in Foreign Currencies

If you make a Charge, cash/cheque withdrawal in a currency other than U.S. Dollars, that Charge, cash/cheque withdrawal will be converted into U.S. Dollars. The conversion will take place on the date the Charge, 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.

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 a single conversion commission of 3.5% + applicable taxes. If Charge, cash/cheque withdrawals are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

15. Insurance

Subject to local laws and regulations, if you use the Card to buy insurance or insurance, you give us permission to pay premiums for you when due based on your instructions. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Card Account or the Card is cancelled, we will 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 insurance policy and you shall address and sort out all such matters directly with the insurance company.

16. Renewal and Replacement Cards

The Card will be valid until the expiration date printed on the face of the Card.
You are requesting us to issue you a renewal or replacement Card before the current Card expires. If you are the Basic Card Member, you are also requesting us to issue any Additional Card Members renewal or replacement Additional Cards before the current Additional Cards expire. We will bill the renewal fees for the Card Account annually. We will continue to issue renewal or replacement Cards and Additional Cards until you tell us to stop.

17. Card Member Information and Consent

You authorise us and our affiliates 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 affiliates, 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 affect 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 personal data or information" as provided under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (the "Indian Privacy Rules"), to/from the RBI, other regulators, courts, tribunals, arbitral tribunals, judicial and quasi-judicial bodies, governmental agencies, law enforcement agencies /instrumentalities of State and Central Government such as, but not limited to, the Financial Intelligence Unit India, Directorate of Enforcement, the Central Bureau of Investigation (CBI), the police and other departments/agencies and a any other institutions / 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/ subsidiary entities/any other entities) with which AEBC has contractual arrangement/ tie-up arrangement for maintaining 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 and, where applicable, third-party partners with whom AEBC has arrangements for making available offers, benefits or services to Card Members, subject to applicable law and any consent or other authorization required thereunder; (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 information providers is of utmost importance to American Express. We are committed to adhering to the Information Technology (Reasonable Security Practices and Procedures and Sensitive P 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.

18. The Card Remains Our Property

The Card remains our property and we can revoke your right and the right of any Additional Card member to use it at any time. We can do this with or without giving you notice and with or without cause. If we have revoked the Card without cause, we will refund a proportion of your Annual Card Account fee. We may list revoked Cards in our "Cancellation Bulletin", or otherwise inform Establishments that the Card issued to you and, if you are the Basic Card Member, any Additional Cards have been revoked or cancelled.

If we revoke the Card or it expires, you must return it to us. Also, if an establishment asks you to surrender an expired or revoked Card, you must do so. You must not use the Card after it has expired or after it has been revoked. You shall continue to be liable for all Charges incurred by you after revocation or expiry of your Card, till the date your Card is returned to us.

The revocation, repossession or request for the return of the Card is not, and shall not constitute, any reflection on your character or creditworthiness and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card.

Furthermore, privileges and facilities attached to the Card may be withdrawn at any time at our absolute discretion, without giving any notice to you or assigning any reason thereof.

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.

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 return both halves to American Express at once. The Card Member agrees not to use the Credit Card after it has been cancelled.

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 return the card to American Express at once. Additionally, please take appropriate steps to cancel any standing instructions that you may have opted for on such card.

19. Authorisation
You hereby irrevocably authorise us to approach your Company or your Banker for attachment of your assets/monies against any outstanding balances on your Card and to do all acts, deeds and things which we may deem fit in connection therewith. This clause shall survive the termination of this Agreement.

20. Indemnity
You agree to 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 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.

21. Governing Law and Arbitration
a. These Terms and Conditions are governed by laws in India.
b. Any dispute, difference and/or claims arising out of in connection with or in relation to this Agreement, shall be settled by 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.
c. Any arbitration award granted shall be final and binding on the parties. The venue and seat of the Arbitral Tribunal shall beat New Delhi.
d. This Clause 20 shall survive termination of the Cardholder Agreement.

22. Debt Assignment
We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstanding and dues to any third party of our choice without reference or intimation to you. Notwithstanding any such sale, assignment or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee or 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 outstanding and dues.

23. Right to Set Off
In the event of your delaying or being unable to settle your Card outstanding as provided in this Agreement, for any reason whatsoever, you expressly and unconditionally authorize us to set off and adjust any such outstanding against any amounts you have deposited with us under any Account or any amount that may be payable by us, in any capacity, to you on any Account whatsoever.

24 . Card Account Classified as Red-flagged and Reporting of Fraud
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 thrown up by the presence of one or more EWS 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 classified 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 reporting 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.

25. Limitation of Liability
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 only but not otherwise. I n particular, we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances In any event we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

26. Miscellaneous
Establishments may not honour the Card when such Establishments organise and conduct a Discount or Reduction Sale in respect of their merchandise or services.

27. Compliance with Regulations
You agree to comply and if you are the Basic Card Member, to procure the compliance of all Additional Card Members, with all exchange control regulations and other applicable laws from time to time in force which may be affected by use of any Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of non-compliance with any such regulations.

28. Changing This Agreement

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 effective date of the change. We consider that you have accepted the changes if you keep or use the Card after you receive our notice.

If you do not accept the changes, you may terminate this Agreement by cutting the Card in half and returning the pieces to us. We will then refund a proportion of your annual Card Account fee. You will still be responsible for all fees and Charges made before you terminate the Agreement.

29. Communication with you

a. 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 Statementof Account, or using electronic channels, at least 30 days prior to the effective date of the change.

b. 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.

c. 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.

d. 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 Ban k 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.

30. Law that Applies

This Agreement shall be construed and the provision and the use of Card facilities shall be subject to the laws of India and AEBC and you hereby unconditionally submit to the exclusive jurisdiction of the courts in the State of Delhi.

31. Contact Details

(i) For any written communication, please write to us at the following address: American Express Banking Corp. Cyber City, Tower C, DLF Bldg. No. 8, Sector- 25, DLF City Phase II, Gurgaon- 122002.

(ii) For any verbal communication, Bank's 24 Hours call centre can be contacted at the numbers mentioned herein below:
American Express Platinum Card: 1800-180-1255, 0124-280-1444,1800-419-1255
For the applicable Charges, Fees & Rate of Interest, please refer to Most Important Terms and Conditions (MITC).

32. Card issued by AEBC may be 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 PIN. Any transaction for an amount more than INR 5,000* can should be authenticated using PIN i.e., Tap + Pin or Chip + Pin. However, customer has a choice to make all card present payments as contact transaction i.e., Tap + Pin or Chip + Pin, irrespective of the transaction value. Please refer to Americanexpress.co.in/contactless for further details.

I understand that the American Express Card issued to me will be enabled for Contactless Payments, and have understood 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 Contactless Transactions up to INR 5000, without PIN authentication. We regret inconvenience, caused, if any, during this transition period.

33. Use of the Charge Card

Statutory Compliance

The Charge Card issued to you can be used in India and overseas. You agree and undertake that the American Express Charge Card issued to you, if used overseas shall be utilized 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.

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) Keep the Credit Card number and any PIN secret and both separate from each other.

c) Only use the Credit Card within the validity dates shown on its face.

d) 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.

e) Not use the Credit Card to purchase anything to resell for commercial or business purpose.

f) 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.

g) Not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card.

h) You should not overpay on your Credit Card.

i) 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.

j) 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.

k) 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.

l) 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.

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