

- ii. **Authorization.** For every Charge, you must obtain from and submit to us an Authorization Approval code. Authorization Approval does not guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, or (iv) you will not be subject to Chargeback.
- iii. **Submitting Charges and Credits.** Your Establishments must submit Charges and Credits only in U.S. dollars. You must not issue a Credit when there is no corresponding Charge. You must issue Credits to the Card used to make the original purchase, except as otherwise expressly specified in the Merchant Regulations.
- iv. **Payment for Charges.** We will pay you, through our agent, according to your payment plan in U.S. dollars for the face amount of Charges submitted from your Establishments less all applicable deductions, rejections, and withholdings, which include: (i) the Discount, (ii) any amounts you owe us or our Affiliates, (iii) any amounts for which we have Chargebacks and (iv) any Credits you submit. Your initial Discount is indicated in the Agreement or otherwise provided to you in writing by us. In addition to your Discount we may charge you additional fees and assessments, as listed in the Merchant Regulations. We may adjust any of these amounts and may change any other amount we charge you for accepting the Card.
- v. **Chargeback.** We and our agent have Chargeback rights, as described in the Merchant Regulations. We and our agent may Chargeback by (i) deducting, withholding, recouping from, or offsetting against our payments to you or debiting your Bank Account, or we or our agent may notify you of your obligation to pay us, which you must do promptly and fully; or (ii) reversing a Charge for which we have not paid you. Our or our agent's failure to demand payment does not waive our Chargeback rights.
- vi. **Protecting Cardmember Information.** You must protect Cardmember Information, as described in the Merchant Regulations. You have additional obligations based on your Transaction volume, including providing to us documentation validating your compliance with the PCI DSS.

3. PROTECTIVE ACTIONS

- a. **Creating a Reserve.** Regardless of any contrary provision in the Agreement, we have the right in our sole discretion to determine that it is necessary to establish a Reserve. If we believe that we need to create a Reserve, we may immediately establish a Reserve or terminate the Agreement. We shall inform you if we establish a Reserve or terminate the Agreement. We may establish a Reserve by (i) withholding amounts from payment we otherwise would make to you under the Agreement or (ii) requiring you to deposit funds or other collateral with us. Any collateral provided pursuant to this Section 3 of the General Provisions is subject to our prior written approval. We may increase the amount of the Reserve at any time so long as the amount of the Reserve does not exceed an amount sufficient, in our reasonable judgment, to satisfy any financial exposure or risk to us under the Agreement (including Charges submitted by you for goods or services not yet received by Cardmembers and our costs of handling Disputed Charges) or to us or our Affiliates under any Other Agreement, or to Cardmembers. Upon the occurrence of an event described in Section 3.b.viii of the General Provisions, and during any continuation of such event, we may take immediate action to establish or increase the amount of any Reserve to an amount, in our reasonable judgment, proportional to the risk to us and our Affiliates arising from such event.

- d. **Effect of Termination.** Termination of the Agreement for any reason does not relieve the parties of their respective rights and duties arising prior to the effective date of termination that by their nature are intended to survive termination, including the provisions of sections 1, 3, 5, 6, 7, and 8 of these General Provisions, our Chargeback rights, and your duties set forth in the Merchant Regulations to protect Cardmember Information, indemnify us, retain documents evidencing Transactions, and notify your Recurring Billing customers of such termination. Our and our agent's right of direct access to the Bank Account will also survive until such time as all credits and debits permitted by the Agreement, and relating to Transactions prior to the effective date of termination, have been made.

7. DISPUTE RESOLUTION

We value our Merchant relationships. Most Merchant concerns can be resolved by contacting our agent, [INSERT NAME OF SERVICE AGENT], at tel: 1-xxx-yyy-zzz or by e-mail: xxx@zzz. If our agent does not address all of your concerns to your satisfaction, you and we agree that any Claim will be resolved, upon the election by you or us, either through mediation or arbitration instead of litigation in court (except for Claims pursued in small claims court).

This Dispute Resolution provision sets forth the circumstances and procedures under which Claims may be resolved through our agent, mediated, or arbitrated instead of litigated in court. Mediation procedures and arbitration procedures are set forth below. Your agreement to this Dispute Resolution provision does not preclude you from bringing your concerns to the attention of any appropriate governmental agencies.

- a. **Merchant Services.** For many of the concerns and problems you may encounter, you should first contact our agent, [INSERT NAME OF SERVICE AGENT], at tel: 1-xxx-yyy-zzzz or by email: xxx@zzz. Our agent's representatives are able to help resolve many of these matters. Please be prepared to provide them with any information you have about the matter, including any efforts you may have made to address or resolve the matter. Even if you believe the representative is unable to address or resolve the matter, we ask that you inform them before sending a Claim notice.
- b. **Notice of Claim.** Before filing a lawsuit or beginning a mediation or arbitration regarding a Claim, you and we agree to send a written notice (*Claim notice*) to each party against whom the Claim is asserted. This provides the parties an opportunity to resolve the Claim informally or through mediation. The Claim notice must describe the nature and basis of the Claim and state the specific amount or other relief demanded. Notice to us must include your name, your Merchant name, address, and Merchant Number and be sent to our notice address set forth in Section 4.b of the General Provisions. If the Claim proceeds to arbitration, the amount of any relief demanded by you or us in a Claim notice shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled on the Claim.
- c. **Mediation.** In mediation, a neutral mediator helps the parties to try to reach a mutually acceptable resolution of their Claim. The mediator does not decide how the Claim is to be resolved, only you and we do.
- i. **Initiation of Mediation.** Before beginning a mediation, you or we must first provide the Claim notice described above. Within thirty days after sending or receiving a Claim

In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrators appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. § 16 et seq. (FAA) provided that the arbitration organization and arbitrators enforce the terms of the next two sections below.

- iii. **Limitation of Rights.** IF ARBITRATION IS CHOSEN BY A PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES OR PROCEDURES OF AAA OR JAMS, AS APPLICABLE. FURTHER, YOU SHALL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. Notwithstanding any other provision of the Agreement and without waiving either party's right to appeal such decision, if any portion of this section 7.d.iii or of section 7.d.iv below is deemed invalid or unenforceable, then this entire section 7.d shall not apply.
- iv. **Individually Named Parties Only.** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS-ACTION OR CONSOLIDATED BASIS, ON BEHALF OF THE GENERAL PUBLIC OR OTHER PARTIES, OR JOINED OR CONSOLIDATED WITH CLAIMS OF OTHER PARTIES, AND YOU AND WE ARE SPECIFICALLY BARRED FROM DOING SO. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against us. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. No arbitration award or decision will have any preclusive effect as to issues or Claims in any dispute with anyone who is not named party to the arbitration.
- v. **Previously Filed Claims/No Waiver.** You or we may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Either you or we may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the Merchant Regulations, or any similar provisions of any prior Card acceptance agreement, that was filed against us prior to the effective date of the Agreement.
- vi. **Arbitrator's Authority.** The arbitrator shall have the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. The arbitrator shall have no power or authority to alter the Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.

- vii. **Split Proceedings for Equitable Relief.** Either you or we may seek equitable relief in arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered.
- viii. **Small-Claims Court; Injunctive Relief.** We shall not elect to use arbitration under this section for any Claim that you properly file in a small claims court so long as the Claim seeks individual relief only and is pending only in that court. Injunctive relief sought to enforce the provisions of sections 8.a and 8.b of the General Provisions is not subject to the requirements of this section. This section is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Chargeback and to create Reserves.
- ix. **Governing Law/Arbitration Procedures/Entry of Judgment.** This section is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence, provided that any party may request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have fifteen days to make objections, and the arbitrator shall notify the parties of his/her decision within twenty days of any objecting party's submission. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the rules of the selected arbitration organization. At the timely request of a party, the arbitrator shall provide a written and reasoned opinion explaining his/her award. The arbitrator's decision shall be final and binding, except for any rights of appeal provided by the FAA. If the amount of the award exceeds \$100,000, either party can appeal that award to a three-arbitrator panel administered by the selected arbitration organization which shall reconsider de novo any aspect of the initial award and whose decision shall be final and binding. The decision of that three-person panel may be appealed as provided by the FAA. Judgment upon an award rendered by the arbitrator or by a panel of arbitrators on appeal may be entered in any state or federal court in the federal judicial district where your headquarters or your assets are located.
- x. **Confidential Proceedings.** The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the Claim resolution, negotiations, mediations, arbitration, and proceedings to confirm arbitration awards by either party, its agents, employees, experts, or attorneys, or by the arbitrator, including any arbitration award or judgment related thereto, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, mediation, or arbitration.

- xi. **Severability.** Except as otherwise provided in section 7.d.iii above, if any portion of this section (other than section 7.d.iii or section 7.d.iv) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this section, the Agreement, or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.
- xii. **Costs of Arbitration Proceedings.** You will be responsible of paying your share, if any, of the *arbitration fees* (including filing, administrative, hearing and/or other fees) but only up to the amount of the filing fees you would have incurred if you had brought a Claim in the state or federal court located in the federal judicial district where your headquarters is located that would have had jurisdiction. We will be responsible for any additional arbitration fees. If you or we elect to arbitrate a Claim after you have filed the Claim in court, we also will pay your share, if any, of the arbitration fees up to the amount of any court filing fees paid by you and refund to you the remainder of any such fees, unless the arbitrator determines that your Claim was brought in bad faith. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.
- xiii. **Additional Arbitration Awards.** If the arbitrator finds that you are the prevailing party on a Claim described in your Claim notice, and if the award to you by the arbitrator is more favorable than any offer we made to you to resolve your Claim prior to the commencement of arbitration, the arbitrator's award shall include, in addition to any other relief awarded, any reasonable attorneys' fees, costs, and witness fees (including expert witness fees) to which you are entitled under Applicable Law or, if Applicable Law does not provide for recovery of these amounts, then the amount of reasonable attorneys' fees, costs, and witness fees (including expert witness fees) that your attorney, if any, reasonably incurred for investigating, preparing, and pursuing your claim in arbitration.
- e. **Definitions.** For purposes of Section 7 of the General Provisions only, (i) *we, our, and us* include any of our Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, and (ii) *you and your* include any of your Affiliates, licensees, predecessors, successors, or assigns, any purchaser of any receivables and all agents, directors, and representatives of any of the foregoing.

8. MISCELLANEOUS

- a. **Confidentiality.** You must keep confidential and not disclose to any third party the provisions of the Agreement and any information that you receive from us that is not publicly available.
- b. **Proprietary Rights and Permitted Uses.** Neither party has any rights in the other party's Marks, except as otherwise expressly specified in the Merchant Regulations, nor shall one party use the other party's Marks without its prior written consent, except that we may use your name, address (including your website addresses or URLs), and customer service telephone numbers in any media at any time.
- c. **Your Representations and Warranties.** You represent and warrant to us that: (i) you are duly organized, validly existing, and in good standing under the laws of the jurisdiction in

which you are organized; (ii) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business; (iii) you have full authority to enter into the Agreement and all necessary assets and liquidity to perform your obligations and pay your debts hereunder as they become due; (iv) there is no circumstance threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts hereunder; (v) you are authorized to enter into the Agreement on behalf of your Establishments and Affiliates, including those indicated in the Agreement, and the individual who signs the Agreement or otherwise enters into it has authority to bind you and them to it; (vi) you are not (1) listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac), (2) listed on the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or (3) located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member; (vii) you have not assigned to any third party any payments due to you under the Agreement and all indebtedness arising from Charges are for bona fide sales of goods or services (or both) at your Establishments and free of any liens, claims, or encumbrances other than ordinary sales taxes; (viii) all information that you provided in connection with the Agreement is true, accurate, and complete; and (ix) you have read the Agreement and kept a copy for your file. If any of your representations or warranties in the Agreement becomes untrue, inaccurate, or incomplete at any time, we may immediately terminate the Agreement in our discretion.

- d. **Compliance with Laws.** You shall comply with all Applicable Laws, and government regulations and rules.
- e. **Governing Law; Jurisdiction; Venue.** The Agreement and all Claims are governed by and shall be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Notwithstanding the immediately preceding sentence, the parties agree that an electronic transmission contemplated hereunder is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §1700 et seq. (*E-Sign Act*). The parties intend that the E-Sign Act apply to the fullest extent possible to validate their ability to electronically transmit and electronically commit to be bound by the obligations and form assent described in the Merchant Regulations and releases of scheduled changes therein. Subject to section 7, any action by either party hereunder shall be brought only in the appropriate federal or state court located in the County and State of New York. Each party consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
- f. **Interpretation.** In construing the Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day;" (v) all amounts are stated in U.S. dollars; (vi) references to a "party" means us, on the one hand, and you, on the other hand; (vii) the term "may" (unless followed by "not") means "has the right, but not the obligation, to"; (viii) any reference to any agreement (including the Agreement), instrument, contract, policy, procedure, or other document refers to it as

- o. **Independent Contractors.** You and we are independent contractors. No agency, partnership, joint-venture, or employment relationship is created between the parties by the Agreement. Each party is solely responsible for its own acts and omissions and those of its respective agents, employees, representatives, and subcontractors in connection with the Agreement.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By:



Ramón Martín
President
Merchant Services, Americas



Schedule A

Other Important Provisions for Card Acceptance American Express OnePoint® Program

1. OVERVIEW OF AMERICAN EXPRESS ONEPOINT PROGRAM

a. **Eligibility; Transition to Our Standard Card Acceptance Program.** Our American Express OnePoint Program provides integrated Card acceptance services to eligible Entities through our agents, including [INSERT NAME OF SERVICE AGENT]. If you do not qualify for this program, you may be enrolled in our standard American Express Card acceptance program, which has different servicing terms (e.g., different speeds of payment); you may terminate the Agreement if you do not wish to so be enrolled. If you become ineligible for our American Express OnePoint Program, we will transition you to our standard American Express Card acceptance program upon forty-five day's prior notice, unless you opt-out of that transition by notifying our agent in writing no later than fifteen days prior to the effective date of transition.

b. **Program Services.** We may perform our obligations and exercise our rights under the Agreement directly or through our agents. Since we are acting through our agent in many instances under the Agreement, the terms "we," "our," or "us" also may refer to our agent above, as the context requires. ***Please direct all inquiries and notices under the American Express OnePoint Program to our agent:***

[INSERT CONTACT DETAILS, INCLUDING TELEPHONE NUMBERS]

c. **Merchant Regulations.** The Merchant Regulations set forth the policies and procedures of our standard American Express Card acceptance program. The provisions of this Schedule A describe the different terms that apply to you under the American Express OnePoint Program and take precedence over the corresponding provisions of the Merchant Regulations. For example, since Entities classified in certain industries do not qualify for, or certain fees or assessments do not apply in, the American Express OnePoint Program, references in the Merchant Regulations to those industries, fees or assessments may not apply to you. Please contact our agent for a copy of the Merchant Regulations and with any questions about its application under the program.

2. DOING BUSINESS WITH AMERICAN EXPRESS

a. **Certain American Express Terms Not Applicable.** Our Online Merchant Services, the terms applicable to Corporate Purchasing Cards, and our Monthly Flat Fee option are not available to you under the American Express OnePoint Program. During your participation in the program, you are not required to configure your systems to communicate directly with our systems and you must not provide Payment Services or otherwise act as a Payment Service Provider.

b. **Merchant Number; Your Merchant Information.** Under the American Express OnePoint Program, you will not receive a standard American Express Merchant Number. Our agent will



American Express U.S. Merchant Pricing Quick Reference Card and Signing Guidelines

(Effective April 11, 2014)

Industry	Discount	Prepaid Discount
B2B	2.89% plus \$0.15 Transaction Fee*	1.95% plus \$0.15 Transaction Fee*
Education	2.50%	1.95%
Fast Food Restaurant	3.50%	2.15% plus \$0.05 Transaction Fee*
Independent Gas Stations	3.25%	1.30% plus \$0.12 Transaction Fee*
Lodging	3.50%	1.95% plus \$0.05 Transaction Fee*
Mail Order & Internet	3.50%	2.25% plus \$0.20 Transaction Fee*
Office-based Healthcare	2.55% (only for MCC 8011, 8021; for all other Healthcare see Services, Wholesale & All Other)	1.95% plus \$0.30 Transaction Fee*
Other Transportation	3.50%	1.95% plus \$0.20 Transaction Fee*
Restaurant**	3.50% plus \$0.05 Transaction Fee*	2.15% plus \$0.05 Transaction Fee*
Retail**	2.89% plus \$0.10 Transaction Fee*	1.95% plus \$0.20 Transaction Fee*
Services, Wholesale & All Other	2.89% plus \$0.15 Transaction Fee*	1.95% plus \$0.15 Transaction Fee*
Supermarkets	2.30%	0.45% plus \$0.20 Transaction Fee*
Telecommunications	3.50%	1.95% plus \$0.20 Transaction Fee*
Telecommunications - Cable/Computer Network	3.90%	1.95% plus \$0.20 Transaction Fee*
Travel Agencies/Tour Operators**	2.89% plus \$0.15 Transaction Fee*	1.95% plus \$0.20 Transaction Fee*

*Fee to be applied by American Express

**0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.

An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in **Appendix B**, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).



MCC	Industry Description	MCC	Industry Description	MCC	Industry Description
B2B 2.89% plus \$0.15 Transaction Fee*					
0780	LANDSCAPING & HORTICULTURAL SERVICES	7311	ADVERTISING SERVICES	7622	ELECTRONICS REPAIR SHOPS
1799	SPECIAL TRADE CONTRACTORS (Miscellaneous Contractors)	7333	COMMERCIAL PHOTOGRAPHY, ART & GRAPHICS	7692	WELDING SERVICES
2791	TYPESETTING, PLATE MAKING & RELATED SERVICES	7338	QUICK COPY, REPRODUCTION & BLUEPRINTING SERVICES	7829	MOTION PICTURE AND VIDEO PRODUCTION & DISTRIBUTION
4215	COURIER SERVICES	7339	SECRETARIAL SUPPORT SERVICES	7941	COMMERCIAL SPORTS, PROFESSIONAL SPORTS CLUBS, ATHLETIC FIELDS & SPORTS PROMOTERS
5046	COMMERCIAL EQUIPMENT	7349	CLEANING, MAINTENANCE & JANITORIAL SERVICES	8734	TESTING LABORATORIES (NON-MEDICAL)
5047	DENTAL/LABORATORY/MEDICAL/OPHTHALMIC HOSPITAL EQUIPMENT & SUPPLIES	7361	EMPLOYMENT AGENCIES & TEMPORARY HELP SERVICES	8911	ARCHITECTURAL, ENGINEERING & SURVEYING SERVICES
5051	METAL SERVICE CENTERS	7392	MANAGEMENT, CONSULTING & PUBLIC RELATIONS SERVICES	8931	ACCOUNTING, AUDITING & BOOKKEEPING SERVICES
5139	COMMERCIAL FOOTWEAR	7394	EQUIPMENT, TOOL, FURNITURE & APPLIANCE RENTALS & LEASING	8999	PROFESSIONAL SERVICES
6300	INSURANCE SALES, UNDERWRITING & PREMIUMS	7399	BUSINESS SERVICES		
EDUCATION 2.50%					
7032	SPORTING & RECREATION CAMPS	8220	COLLEGES, UNIVERSITIES, PROFESSIONAL SCHOOLS	8351	CHILD CARE SERVICES
8211	ELEMENTARY & SECONDARY SCHOOLS				
FAST FOOD RESTAURANT 3.50%					
5814	FAST FOOD RESTAURANTS				
INDEPENDENT GAS STATIONS 3.25%					
5541	SERVICE STATIONS	5542	AUTOMATED FUEL DISPENSERS (Card Activated Terminals)		
LODGING 3.50%					
7011	LODGING	7033	TRAILER PARKS & CAMPSITES		
MAIL ORDER/INTERNET 3.50%					
5964	DIRECT MARKETING - CATALOG MERCHANTS	5968	DIRECT MARKETING - CONTINUITY/SUBSCRIPTION MERCHANTS	5969	DIRECT MKTG - NOT ELSEWHERE CLASSIFIED (Internet - Physical Delivery Merchants)
OFFICE-BASED HEALTHCARE 2.55% (for all other Healthcare see 'Services, Wholesale & All Other')					
8011	DOCTORS & PHYSICIANS	8021	DENTISTS & ORTHODONTISTS		



MCC Industry Description	MCC Industry Description	MCC Industry Description
OTHER TRANSPORTATION 3.50%		
4121 TAXICABS/LIMOUSINES	4582 AIRPORT, FLYING FIELDS & AIRPORT TERMINALS	4789 TRANSPORTATION SERVICES
4131 BUS LINES		
RESTAURANTS 3.50% plus \$0.05 Transaction Fee		
5811 CATERERS	5812 EATING PLACES & RESTAURANTS (Full Service Restaurants)	5813 DRINKING PLACES (Bars & Nightclubs)
RETAIL 2.89% plus \$0.10 Transaction Fee		
5013 MOTOR VEHICLE SUPPLIES & NEW PARTS	5641 CHILDREN'S & INFANT'S WEAR SHOPS	5943 STATIONERY, OFFICE & SCHOOL SUPPLY SHOPS
5021 OFFICE & COMMERCIAL FURNITURE	5651 FAMILY CLOTHING SHOPS	5944 JEWELRY, WATCH, CLOCK & SILVERWARE SHOPS
5044 OFFICE EQUIPMENT	5655 SPORTS & RIDING APPAREL SHOPS	5945 HOBBY, TOY, & GAME SHOPS
5072 HARDWARE EQUIPMENT & SUPPLIES	5661 SHOE SHOPS	5946 CAMERA & PHOTOGRAPHIC SUPPLY SHOPS
5192 BOOKS, PERIODICALS & NEWSPAPERS	5681 FURRIERS & FUR SHOPS	5947 GIFT, CARD, NOVELTY & SOUVENIR SHOPS
5200 HOME SUPPLY WAREHOUSE OUTLETS	5691 MEN'S & WOMEN'S CLOTHING SHOPS	5948 LUGGAGE & LEATHER GOODS SHOPS
5211 LUMBER & BUILDING MATERIALS OUTLETS	5698 WIG & TOUPEE SHOPS	5949 SEWING, NEEDLEWORK, FABRIC & PIECE GOODS SHOPS
5231 GLASS, PAINT & WALLPAPER SHOPS	5699 MISCELLANEOUS APPAREL & ACCESSORY SHOPS	5950 GLASSWARE & CRYSTAL SHOPS
5251 HARDWARE SHOPS	5712 FURNITURE, HOME FURNISHINGS & EQUIPMENT SHOPS	5965 DIRECT MARKETING - COMBINATION CATALOG & RETAIL MERCHANTS (Catalog Showrooms)
5261 LAWN & GARDEN SUPPLY OUTLETS	5713 FLOOR COVERING STORES	5970 ARTIST SUPPLY & CRAFT SHOPS
5309 DUTY-FREE SHOPS	5714 DRAPERY, WINDOW COVERING & UPHOLSTERY SHOPS	5971 ART DEALERS & /GALLERIES
5310 DISCOUNT SHOPS	5715 ALCOHOLIC BEVERAGE WHOLESALERS	5972 STAMP & COIN SHOPS
5311 DEPARTMENT STORES	5718 FIREPLACES & ACCESSORIES SHOPS	5973 RELIGIOUS GOODS & SHOPS
5331 VARIETY STORES	5719 MISCELLANEOUS HOME FURNISHING SPECIALTY SHOPS	5977 COSMETIC SHOPS
5399 MISCELLANEOUS GENERAL MERCHANDISE	5722 HOUSEHOLD APPLIANCES SHOPS	5978 TYPEWRITER OUTLETS
5422 FREEZER/& LOCKER MEAT PROVISIONERS (Butchers)	5732 ELECTRONICS SHOPS	5992 FLORISTS
5441 CANDY, NUT & CONFECTIONERY SHOPS	5733 MUSIC SHOPS	5993 CIGAR SHOPS & STANDS

Operating Regulations

OnePoint
EXTERNAL SALES & SERVICE PROGRAM



MCC	Industry Description	MCC	Industry Description	MCC	Industry Description
5451	DAIRIES (Dairy Products Stores)	5734	COMPUTER SOFTWARE OUTLETS (Computer Store)	5994	NEWS AGENTS & NEWSSTANDS
5462	BAKERIES	5735	RECORD SHOPS	5995	PET SHOPS, PET FOOD & SUPPLIES SHOPS
5499	MISCELLANEOUS FOOD SHOPS - CONVENIENCE & SPECIALTY RETAIL OUTLETS	5912	DRUGS, DRUG PROPRIETORS (Drug Stores & Pharmacies)	5996	SWIMMING POOLS
5531	AUTO & HOME SUPPLY OUTLETS	5921	PACKAGE SHOPS - BEER, WINE & LIQUOR (Liquor Stores)	5997	ELECTRIC RAZOR OUTLETS
5532	AUTOMOTIVE TIRE OUTLETS	5931	USED MERCHANDISE & SECOND-HAND SHOPS	5998	TENT & AWNING SHOPS
5533	AUTOMOTIVE PARTS & ACCESSORIES OUTLETS	5932	ANTIQUE SHOPS	5999	MISCELLANEOUS & SPECIALTY RETAIL OUTLETS
5551	BOAT DEALERS	5937	ANTIQUE REPRODUCTION SHOPS	7296	CLOTHING RENTALS - COSTUMES, UNIFORMS, AND FORMAL WEAR
5611	MEN'S & BOY'S CLOTHING & ACCESSORY SHOPS	5940	BICYCLE SHOPS	7631	WATCH, CLOCK & JEWELRY REPAIR SHOPS
5621	WOMEN'S CLOTHING SHOPS	5941	SPORTING GOODS SHOPS	7841	VIDEO RENTAL SHOPS
5631	WOMEN'S ACCESSORY & SPECIALTY SHOPS	5942	BOOK STORES		
SERVICES, WHOLESALE & ALL OTHER 2.89% plus \$0.15 Transaction Fee					
0742	VETERINARY SERVICES	5561	CAMPER, RECREATIONAL & UTILITY TRAILER DEALERS	7629	ELECTRICAL & SMALL APPLIANCE REPAIR SHOPS
0743	WINE PRODUCERS	5571	MOTORCYCLE SHOPS & DEALERS	7641	FURNITURE REUPHOLSTERY, REPAIR & REFINISHING
0744	CHAMPAGNE PRODUCERS	5592	MOTOR HOME DEALERS	7699	MISCELLANEOUS REPAIR SHOPS
0763	AGRICULTURAL CO-OPERATIVES	5598	SNOWMOBILE DEALERS	7832	MOTION PICTURE (Movie) THEATERS
1520	GENERAL CONTRACTORS	5599	MISCELLANEOUS AUTOMOTIVE, AIRCRAFT & FARM EQUIPMENT DEALERS	7911	DANCE HALLS, STUDIOS & SCHOOLS
1711	HEATING, PLUMBING & AIR-CONDITIONING CONTRACTORS	5697	TAILORS, SEAMSTRESSES, MENDING & ALTERATIONS	7922	THEATRICAL PRODUCERS & TICKET AGENCIES
1731	ELECTRICAL CONTRACTORS	5933	PAWN SHOPS	7929	BANDS, ORCHESTRAS & MISCELLANEOUS ENTERTAINERS
1740	MASONRY, STONEMWORK, TILE SETTING, PLASTERING & INSULATION CONTRACTORS	5935	WRECKING & SALVAGE YARDS	7932	BILLIARD & POOL ESTABLISHMENTS
1750	CARPENTRY CONTRACTORS	5975	HEARING AIDS	7933	BOWLING ALLEYS
1761	ROOFING, SIDING & SHEET METAL WORK CONTRACTORS	5976	ORTHOPEDIC GOODS & PROSTHETIC DEVICES	7991	TOURIST ATTRACTIONS & EXHIBITS
1771	CONCRETE WORK CONTRACTORS	5983	FUEL DEALERS	7992	PUBLIC GOLF COURSES

Operating Regulations

OnePoint
EXTERNAL SALES & SERVICE PROGRAM



MCC	Industry Description	MCC	Industry Description	MCC	Industry Description
2741	MISCELLANEOUS PUBLISHING & PRINTING SERVICES	7210	LAUNDRY, CLEANING & GARMENT SERVICES	7993	VIDEO GAME SUPPLIES
2842	SPECIALTY CLEANING, POLISHING & SANITATION PREPARATIONS	7211	LAUNDRY SERVICES	7994	VIDEO GAME ARCADES
4119	AMBULANCE SERVICES	7216	DRY CLEANERS	7996	AMUSEMENT PARKS, CIRCUSES, CARNIVALS & FORTUNE TELLERS
4214	MOTOR FREIGHT CARRIERS & TRUCKING	7217	CARPET & UPHOLSTERY CLEANING	7997	MEMBERSHIP CLUBS, COUNTRY CLUBS & PRIVATE GOLF COURSES
4225	PUBLIC WAREHOUSING & STORAGE	7221	PHOTOGRAPHIC STUDIOS	7998	AQUARIUMS
4457	BOAT RENTALS & LEASING	7230	BEAUTY & BARBER SHOPS	7999	RECREATION SERVICES
4468	MARINAS, MARINE SERVICE & SUPPLIES	7251	SHOE REPAIR SHOPS, SHOE SHINE PARLOURS & HAT CLEANING SHOPS	8031	OSTEOPATHS
4821	TELEGRAPH SERVICES	7261	FUNERAL SERVICES & CREMATORIUMS	8041	CHIROPRACTORS
4900	UTILITIES - ELECTRIC, GAS, WATER & SANITARY	7276	TAX PREPARATION SERVICES	8042	OPTOMETRISTS & OPHTHALMOLOGISTS
5039	CONSTRUCTION MATERIALS	7277	COUNSELING SERVICES	8043	OPTICIANS, OPTICAL GOODS & EYEGLASSES
5045	COMPUTERS, COMPUTER PERIPHERAL EQUIPMENT (Wholesale only)	7278	BUYING & SHOPPING SERVICES AND CLUBS	8049	PODIATRISTS & CHIROPODISTS
5065	ELECTRICAL PARTS & EQUIPMENT	7298	HEALTH & BEAUTY SPAS	8050	NURSING & PERSONAL CARE FACILITIES
5074	PLUMBING & HEATING EQUIPMENT & SUPPLIES	7299	MISCELLANEOUS PERSONAL SERVICE	8062	HOSPITALS
5085	INDUSTRIAL SUPPLIES	7321	CONSUMER CREDIT REPORTING AGENCIES	8071	MEDICAL & DENTAL LABORATORIES
5094	PRECIOUS STONES & METALS, WATCHES & JEWELRY (Wholesalers)	7342	EXTERMINATING & DISINFECTING SERVICES	8099	MEDICAL SERVICES & HEALTH PRACTITIONERS
5099	DURABLE GOODS	7372	COMPUTER PROGRAMMING, DATA PROCESSING & INTEGRATED SYSTEMS DESIGN SERVICES	8111	LEGAL SERVICES & ATTORNEYS
5111	STATIONERY, OFFICE SUPPLIES & PRINTING/WRITING PAPER (Wholesale)	7375	INFORMATION RETRIEVAL SERVICES (Internet Information Retrieval Services/Internet Electronic Services)	8241	CORRESPONDENCE SCHOOLS
5122	DRUGS, DRUG PROPRIETORS (Wholesalers)	7379	COMPUTER MAINTENANCE & REPAIR SERVICES	8244	BUSINESS & SECRETARIAL SCHOOLS
5131	PIECE GOODS, NOTIONS & OTHER DRY GOODS (Fabric Wholesalers)	7393	PROTECTIVE AGENCIES & SECURITY SERVICES*	8249	TRADE & VOCATIONAL SCHOOLS

Operating Regulations

OnePoint
EXTERNAL SALES & SERVICE PROGRAM



MCC	Industry Description	MCC	Industry Description	MCC	Industry Description
5137	MEN'S, WOMEN'S AND CHILDREN'S UNIFORMS & COMMERCIAL CLOTHING	7395	PHOTO FINISHING LABORATORIES & PHOTO DEVELOPING	8299	SCHOOLS & EDUCATIONAL SERVICES
5169	CHEMICALS & ALLIED PRODUCTS	7523	PARKING LOTS & GARAGES	8398	CHARITABLE & SOCIAL SERVICE ORGANIZATIONS
5193	FLORISTS' SUPPLIES, NURSERY STOCK & FLOWERS	7531	AUTOMOTIVE BODY REPAIR SHOPS	8641	CIVIC, SOCIAL & FRATERNAL ASSOCIATIONS
5198	PAINTS, VARNISHES & SUPPLIES (Wholesale)	7534	TIRE RETREADING & REPAIR SHOPS	8651	POLITICAL ORGANIZATIONS
5199	NON-DURABLE GOODS	7535	AUTOMOTIVE PAINT SHOPS	8661	RELIGIOUS ORGANIZATIONS
5271	MOBILE HOME DEALERS	7538	AUTOMOTIVE SERVICE SHOPS (NON-DEALER)	8675	AUTOMOBILE ASSOCIATIONS
5300	WHOLESALE CLUBS	7542	CAR WASHES	8699	MEMBERSHIP ORGANIZATIONS
5511	CAR & TRUCK DEALERS - NEW/USED	7549	TOWING SERVICES		* See Appendix L for prohibited category within this MCC.
5521	CAR & TRUCK DEALERS USED	7623	AIR CONDITIONING & REFRIGERATION REPAIR SHOPS		

SUPERMARKETS 2.30%

5411 GROCERIES & SUPERMARKETS

TELECOMMUNICATIONS 3.50%

4812 TELEPHONE EQUIPMENT & TELEPHONE SALES

TELECOMMUNICATIONS - CABLE/COMPUTER NETWORK 3.90%

4816 COMPUTER NETWORK/ INFORMATION SERVICES

4899 CABLE & OTHER PAY TELEVISION SERVICES

TRAVEL AGENCIES & TOUR OPERATORS 2.89% plus \$0.15 Transaction Fee

4722 TRAVEL AGENCIES & TOUR OPERATORS



Signing Guidelines

To estimate annual American Express Charge volume, determine the merchant's industry and multiply annual bankcard volume by the percentage listed below.

Industry Segment	American Express Charge Volume Estimated Percentage
Auto Dealers	15%
Auto Service	15%
Business to Business - Business Retail, Business Services and Wholesale	15%
Cable & Other Pay T.V. Services	10%
Charities	3%
Computer and Network Info Services	10%
Education	10%
Entertainment	25%
Fast Food Restaurant	35%
Healthcare	10%
Independent Gas Stations	15%
Insurance	3%
Internet	15%
Lodging	25%
Mail/Telephone Order	15%
Other Transportation	5%
Parking	15%
Political Organizations	3%
Restaurant	35%
Retail	15%
Service	15%
Services-Travel/Tour Operator	35%
Supermarkets	3%
Telecommunications	10%

For questions regarding American Express Card Acceptance,
call **1-800-528-5200**

www.americanexpress.com/merchant