## American Express® Card Acceptance Agreement





# Agreement for American Express<sup>®</sup> Card Acceptance American Express OnePoint<sup>®</sup> Program

The Agreement is by and between **American Express Travel Related Services Company, Inc**., a New York corporation, and **you, the Merchant.** By accepting the American Express<sup>®</sup> Card, you agree to be bound by the Agreement.

#### **General Provisions**

#### 1. SCOPE AND OTHER PARTS OF AGREEMENT; DEFINITIONS

a. **Scope of the Agreement.** The Agreement governs your acceptance of American Express Cards in the United States (but not Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions) under our American Express OnePoint Program, which makes available to eligible merchants an integrated service through our agent [INSERT NAME OF SERVICE AGENT], among other agents. Schedule A contains important provisions governing your acceptance of the Card under this program. The Agreement covers you alone. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party, except as otherwise expressly permitted in the Merchant Regulations.

#### b. Other Parts of the Agreement.

- Merchant Regulations. The Merchant Regulations set forth the policies and procedures i. governing your acceptance of the Card. You shall ensure that your personnel interacting with customers are fully familiar with the Merchant Regulations. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. You agree to be bound by and accept all provisions in the Merchant Regulations (as changed from time to time) as if fully set out herein and as a condition of your agreement to accept the Card. We have the right to make changes to the Merchant Regulations in scheduled changes and at any time in unscheduled changes as set forth in section 8.j of the General Provisions. The Merchant Regulations and releases of scheduled changes therein are provided only in electronic form, existing at the website specified below in the definition of "Merchant Regulations" or its successor website. However, we shall provide you a paper copy of or a CD-ROM containing the Merchant Regulations or releases of scheduled changes therein upon your request. To order a copy, please call our agent [INSERT NAME OF SERVICE AGENT] (telephone: 1-xxx-yyy-zzzz). We may charge you a fee for each copy that you request.
- ii. **Schedule A.** Schedule A, attached hereto or which we otherwise may provide to you, contains other important provisions governing your acceptance of the Card. Schedule A is a part of, and is hereby incorporated by reference into, the Agreement.
- c. **Definitions.** Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Merchant Regulations. Some definitions are repeated here for ease of reference.

*Affiliate* means any Entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an Entity shall be deemed to constitute "control" of the Entity.

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*Agreement* means these General Provisions, Schedule A and any other accompanying schedules and exhibits, and the Merchant Regulations, collectively.

American Express Card and Card mean (i) any card, account access device, or payment device or service bearing our or our Affiliates' Marks and issued by an Issuer or (ii) a Card Number.

*Cardmember* means an individual or Entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.

Charge means a payment or purchase made on the Card.

*Chargeback* (sometimes called "full recourse" or "Full Recourse" in our materials), when used as a verb, means (i) our reimbursement from you for the amount of a Charge subject to such right or (ii) our reversal of a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

*Claim* means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, except for the validity, enforceability, or scope of Section 7.d of the General Provisions.

*Credit* means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

*Discount* means an amount that we charge you for accepting the Card, which amount is: (i) a percentage (*Discount Rate*) of the face amount of the Charge that you submit; or a flat per-Transaction fee, or a combination of both; and/or (ii) a Monthly Flat Fee (if you meet our requirements).

Disputed Charge means a Charge about which a claim, complaint, or question has been brought.

*Entity* means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

*Establishments* means any or all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

*General Provisions* means the provisions set out in the Agreement other than the provisions in any accompanying schedule or exhibit hereto.



*Marks* mean names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

*Merchant Number* (sometimes called the "Merchant ID" or "Establishment" or "SE" number in our materials) means a unique number we assign to your Establishment.

*Merchant Regulations* means the American Express Merchant Regulations — U.S., which are available from our agent.

*Other Agreement* means any agreement, other than the Agreement, between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

*Other Payment Products* mean any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the Card.

*Reserve* means a fund established and/or collateral held by us as security for your or any of your Affiliates' obligations to us or any of our Affiliates under the Agreement or any Other Agreement.

We, our, and us mean American Express Travel Related Services Company, Inc.

*You* and *your* (sometimes called the "Merchant", "Service Establishment," or "SE" in our materials) mean the individual or Entity accepting the Card under the Agreement, and (as applicable) its Affiliates conducting business in the same industry.

d. **List of Affiliates**. You must provide to our agent a complete list of your Affiliates in the region specified in Section 1.a of the General Provisions that conduct business in your industry and notify our agent promptly of any subsequent changes in the list.

#### 2. ACCEPTING THE CARD

- a. Acceptance. You must accept the Card as payment for all goods and services sold at all of your Establishments, except as otherwise expressly specified in the Merchant Regulations. You agree that the provisions of Chapter 3 (Card Acceptance) of the Merchant Regulations are reasonable and necessary to protect the Cardmember's choice of which Card to use. You are responsible and jointly and severally liable for the performance by your Establishment of all provisions of the Agreement and all obligations of your Establishments under the Agreement.
- b. **Transaction Processing and Payments.** Our Card acceptance, processing, and payment requirements are set forth in the Merchant Regulations. Some requirements are summarized here for ease of reference, but do not supersede the provisions in the Merchant Regulations.
  - i. Format. You must create a Charge Record for every Charge and a Credit Record for every Credit, that must comply with our Technical Specifications, as described in the Merchant Regulations or otherwise provided by our agent. If the Cardmember wants to use different Cards for payment of a purchase, you may create a separate Charge Record for each Card used. However, if the Cardmember wants to use a single Card for payment of a purchase, you shall not divide the purchase into more than one Charge nor shall you create more than one Charge Record unless the purchase qualifies for a Delayed Delivery Charge.

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.

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- 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

**Creating a Reserve.** Regardless of any contrary provision in the Agreement, we have the a. 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.

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Trigger Events for Reserve. Some of the events that may cause us to establish a Reserve b. include: (i) your ceasing a substantial portion of or adversely altering your operations; (ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties owning 25% or more of such interests as of the effective date of the Agreement), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) your suffering a material adverse change in your business or a material adverse change occurs in your industry; (iv) your breach of Section 3.e of the General Provisions; (v) your becoming insolvent; (vi) our receiving a disproportionate number or amount of Disputed Charges at your Establishments; (vii) our reasonable belief that you will not be able to perform your obligations under the Agreement, any Other Agreement, or to Cardmembers; or (viii) the establishment of a reserve or other protective action taken by any Entity with whom you have entered into an arrangement for the acceptance or processing (or both) of Other Payment Products that (A) results in the withholding of funds that would otherwise have been payable to you, (B) requires you to make a direct payment into a reserve account or similar device, or (C) requires you to provide such Entity with a letter of credit or other third-party guaranty of payment.

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- c. **Application of Reserve.** We may deduct and withhold from, and recoup and set-off against, the Reserve (i) any amounts you or any of your Affiliates owe us or any of our Affiliates under the Agreement or any Other Agreement; (ii) any costs incurred by us in connection with the administration of the Reserve, including attorneys' fees; and (iii) any costs incurred by us as a result of your failure to fulfill any obligations to us, any of our Affiliates, or to Cardmembers, including attorneys' fees and our cost of handling Disputed Charges.
- d. **Other Protections.** We may take other reasonable actions to protect our rights and rights of any of our Affiliates, including changing the speed or method of payment for Charges, exercising Chargeback under any of our Chargeback programs, or charging you fees for Disputed Charges.
- e. **Providing Information.** You must provide to us promptly, upon request, information about you and your Affiliates' finances, creditworthiness, and operations, including the most recent certified financial statements. You must notify us immediately of the occurrence of any event described in Section 3.b.viii of the General Provisions.

#### 4. NOTICES

a. Delivery and Receipt. Unless otherwise explicitly provided for herein, all notices hereunder must be in writing and sent by hand delivery; or by U.S. postal service, such as first class mail or third class mail, postage prepaid; or by expedited mail courier service; or by electronic mail (e-mail); or by facsimile transmission, to the addresses set out below. Notices are deemed received and effective as follows: If hand-delivered, upon delivery; if sent by e-mail or facsimile transmission, upon sending; if mailed, upon the earlier of (i) receipt or (ii) three days after being deposited in the mail if mailed by first class postage or ten days after being deposited in the mail if mailed by third class postage. If the addressee provided for below rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was appropriately given, then notice is effective upon the rejection, refusal or inability to deliver.



b. **Our Notice Address.** Unless we notify you otherwise, you shall send notices to us, through our agent, at:

American Express Travel Related Services Company, Inc. c/o [SERVICE AGENT TO INSERT ADDRESS]

c. Your Notice Address. Our agent shall send notice to you at the address, e-mail address, or facsimile number you indicated on your application to accept the Card. You must notify our agent immediately of any change in your notice address.

#### 5. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. **Indemnity.** You shall indemnify, defend, and hold harmless us and our Affiliates, agents, successors, and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, arising or alleged to have arisen from your breach, negligent or wrongful act or omission, failure to perform under the Agreement, or failure in the provision of your goods or services.
- b. Limitation of Liability. IN NO EVENT SHALL WE OR OUR AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NEITHER YOU NOR WE (AND OUR AGENT) WILL BE RESPONSIBLE TO THE OTHER FOR DAMAGES ARISING FROM DELAYS OR PROBLEMS CAUSED BY TELECOMMUNICATIONS CARRIERS OR THE BANKING SYSTEM, EXCEPT THAT OUR (AND OUR AGENT'S) RIGHTS TO CREATE RESERVES AND EXERCISE CHARGEBACKS WILL NOT BE IMPAIRED BY SUCH EVENTS.

#### 6. TERM AND TERMINATION

- a. **Effective Date/Termination Date.** The Agreement begins as of the date (i) you first accept the Card after receipt of the Agreement or otherwise indicate your intention to be bound by the Agreement or (ii) we approve your application to accept the Card, whichever occurs first. Either party can terminate the Agreement without cause (and notwithstanding any other rights established under the Agreement) at any time by notifying the other party. Termination will take effect according to the notice period specified in section 4.a of the General Provisions.
- b. **Grounds for Termination.** In addition to our rights in sections 3.c and 6.a. of the General Provisions, we may terminate the Agreement at any time without notice to you and without waiving our other rights and remedies if you have not submitted a Charge within any twelve month period. The Agreement is a contract to extend financial accommodations, and if bankruptcy or similar proceedings are filed with respect to your business, then the Agreement will terminate automatically.
- c. Post-Termination. If the Agreement terminates, without waiving our other rights and remedies, we and our agent may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates. If any amounts remain unpaid, then you and your successors and permitted assigns remain liable for such amounts and shall pay us within thirty days of our request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to our agent any Charges and Credits incurred prior to termination.

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.

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#### 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

notice, you or we may submit the Claim to mediation by either JAMS or the American Arbitration Association (*AAA*) or an alternative mediator mutually agreed upon in writing by you and us.

- ii. **Conduct of Mediation.** You and we agree to cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings. We will pay the costs of the mediation.
- iii. Confidentiality/Tolling. All communications made for the purpose of, in the course of, or pursuant to the mediation shall be confidential, and no evidence of any such communication shall be admissible for any purpose or subject to discovery. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from thirty days following the sending of the Claim notice for sixty days or until termination of the mediation, whichever is earlier.
- iv. **Termination.** Either you or we may terminate the mediation at any time following the first mediation proceeding. Your or our submission or failure to submit a Claim to mediation shall not affect your or our right to elect to resolve a Claim through arbitration.
- v. Additional Information. For more information about JAMS and AAA mediation services, contact either JAMS (1920 Main Street, Suite 200, Irvine, CA 92614 or www.jamsadr.com) or AAA (1633 Broadway, New York, NY 10019 or www.adr.org).
- d. **Arbitration.** In arbitration, the Claim will be decided by a neutral arbitrator instead of a judge or jury. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The decisions of the arbitrator are as enforceable as any court order and are subject to very limited review by a court.
  - i. **Initiation of Arbitration.** Before beginning an arbitration, you or we must first provide the Claim notice described above. Any Claim that is not resolved informally or through mediation shall be resolved, upon your or our election, through arbitration pursuant to this section rather than by litigation.
  - ii. **Arbitration Rules/Organizations.** The party asserting the Claim shall select one of the following arbitration organizations, which shall apply its rules in effect at the time the Claim is filed. In the event of an inconsistency between this section and any rule or procedure of the arbitration organization, this section controls. The party asserting the Claim shall simultaneously notify the other party of its selection. If our selection is not acceptable to you, then you may select another of the following organizations within thirty days after you receive notice of our initial selection. Any arbitration hearing that you attend shall take place in the federal judicial district where your headquarters is located or New York, NY, at your election.
    - American Arbitration Association (AAA): 1633 Broadway, New York, NY 10019; (212) 716-5800; www.adr.org
    - JAMS (*JAMS*): 1920 Main Street, Suite 300, Irvine CA 92614; (949) 224-1810; www.jamsadr.com

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.
- Governing Law/Arbitration Procedures/Entry of Judgment. This section is made ix. 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.

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- 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) 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 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 gualified 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.

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- 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

amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; (ix) any reference to a website or URL (or both) refers to its successor website or URL; (x) all captions, headings, and similar terms are for reference only; and (xi) where specific language is used to illustrate by example or clarify a general statement, such specific language shall not be interpreted to modify, limit, or restrict the construction of the general statement. To the extent possible, these General Provisions, the provisions of Schedule A, and the provisions of the Merchant Regulations shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then that conflict shall be resolved in the following order of precedence: Schedule A and any accompanying exhibits shall control over these General Provisions or the Merchant Regulations (or both) and the Merchant Regulations shall control over these General Provisions.

- g. Assignment. You shall not assign the Agreement, or any of your rights, interests, or obligations hereunder, whether voluntarily or by operation of law (including by way of sale of assets, merger, or consolidation), without our prior written consent. Any purported assignment by operation of law is voidable in our sole discretion. We may assign the Agreement, or any of our rights, interests, or obligations hereunder, without your consent. Except as otherwise specified herein, the Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.
- h. Waiver; Cumulative Rights. Either party's failure to exercise any of its rights under the Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of the Agreement shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.
- i. **Savings Clause**. Other than as set forth in the last sentence of section 7.c of these General Provisions, if any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be replaced by an enforceable provision most closely reflecting the parties' intentions, with the balance of the Agreement remaining unaffected.
- j. **Amendments.** We reserve the right to change the Agreement at any time (including by amending any of its provisions, adding new provisions, or deleting or modifying existing provisions) on at least ten days' prior notice to you, provided that we shall change the Merchant Regulations pursuant to the following provisions. You agree to accept all changes (and further to abide by the changed provisions in the Merchant Regulations) as a condition of your agreement to accept the Card. We are not bound by any changes that you propose in the Agreement, unless we expressly agree in a writing signed by our authorized representative. An e-mail or other electronic communication does not constitute such a signed writing.
  - (1) Scheduled Changes. The Merchant Regulations are published twice each year, in April and October. We have the right to, and hereby notify you that we may, change the provisions of the Merchant Regulations in scheduled releases (sometimes called "Notification of Changes" in our materials) as follows:

 a release of scheduled changes, to be published every April, which changes shall take effect in the following October (or in a later) edition of the Merchant Regulations or during the period between two editions of the Merchant Regulations, and

EXTERNAL SALES & SERVICE PROGRAM

• a release of scheduled changes, to be published every October, which changes shall take effect in the following April (or in a later) edition of the Merchant Regulations or during the period between two editions of the Merchant Regulations.

Where a change is to take effect during the period between two editions of the Merchant Regulations, we shall also include the change in the edition of the Merchant Regulations covering the period during which the change shall take effect, noting the effective date of the change therein.

- (2) Unscheduled Changes. We also have the right to, and hereby notify you that we may, change the provisions of the Merchant Regulations in separate unscheduled releases, which generally shall take effect ten days after notice to you (unless another effective date is specified in the notice).
- k. **Entire Agreement.** The Agreement is the complete and exclusive expression of the agreement between you and us regarding the subject matter hereof and supersedes any prior or contemporaneous agreements, understandings, or courses of dealing regarding the subject matter hereof.
- I. **Disclaimer of Warranties.** WE DO NOT MAKE AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT.
- m. **No Third-Party Beneficiaries.** Except for the indemnitees specified in Section 5.a of the General Provisions, the Agreement does not and is not intended to confer any rights or benefits on any person that is not a party hereto and none of the provisions of the Agreement shall be enforceable by any person other than the parties hereto, their successors and permitted assigns. The parties reserve the right to amend or terminate the Agreement without the consent of those indemnitees.
- n. **Press Releases.** You shall not issue any press release or make any public announcement (or both) in respect of the Agreement or us without our prior written consent.



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<sup>®</sup> 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

instead assign a unique OnePoint Program "merchant" or "account" number to your Establishment; if you have more than one Establishment (or a sales channel for Internet Orders), it may assign to each a separate number. You will need that number each time you call our agent under the American Express OnePoint Program. (If you are enrolled in or transition to our standard Card acceptance program, we (not our agent) will assign you a standard American Express Merchant Number.) You must notify our agent of any changes in your business and banking information and any closings of your Establishments. Our agent may verify and disclose information about you, including by requesting reports about you and the person signing your application to accept the Card.

EXTERNAL SALES & SERVICE PROGRAM

#### 3. AUTHORIZATION

During your participation in the American Express OnePoint Program, you must initiate an Authorization for each Charge according to the Authorization procedures of our agent and contact our agent about all Authorization responses. You must obtain from and submit to our agent an Authorization Approval code for all Charges. Authorization does not guarantee that we or our agent will accept the Charge without exercising Chargeback, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.

#### 4. SUBMISSION

During your participation in the American Express OnePoint Program, you must submit Charges and Credits electronically to our agent according to its Submission procedures under the OnePoint Program "merchant" or "account" number of the Establishment where the Charge or Credit originated. You must not submit Charges and Credits on paper.

#### 5. SETTLEMENT

- a. **Settlement Amount.** Our agent will pay you according to your payment plan, as described below, 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. Our agent will subtract the full amount of all applicable deductions, rejections, and withholdings, from this payment to you (or debit your Bank Account), but if it cannot, then you must pay it promptly upon demand.
- b. Discount. Your initial Discount and other fees and assessments are indicated in the Agreement or otherwise provided to you in writing by our agent. We or our agent may adjust any of these amounts and may change any other amount charged to you for accepting the Card. We or our agent may charge you different Discount Rates for Charges submitted by your Establishments that are in different industries. We or our agent will notify you of such fees, such adjustments and charges, and assessments and any different Discount Rates or Transactions fees that apply to you.
- c. **Payment Plan.** During your participation in the American Express OnePoint Program, the terms of your payment plan (e.g., speed of payment, payment and reconciliation options) with our agent govern settlement payments to you. Our agent will send payments for Charges from your Establishments according to your payment plan to your Bank Account that you designate to it. You must notify your bank that we, through our agent, will have access to your account for debiting and crediting the Bank Account.

## **One Point** EXTERNAL SALES & SERVICE PROGRAM

#### 6. PROTECTING CARDMEMBER INFORMATION

You must notify our agent immediately if you know or suspect that Cardmember Information has been accessed or used without authorization or used other than in accordance with the Agreement. You must promptly provide to us and our agent all Card Numbers related to the data incident and audit reports of the data incident, and you must work with us and our agent to rectify any issues arising from the data incident, as specified in the Merchant Regulations.

#### 7. RISK EVALUATION

- a. **Prohibited/High Risk Merchants and Activities.** Entities classified in certain industries or accepting Transactions for certain prohibited activities do not qualify for the American Express OnePoint Program, but may qualify for our standard American Express Card acceptance program. Please contact our agent with any questions about those risk evaluation procedures under the program.
- b. Protective Actions. Our agent may take actions to protect our rights or those of any of our Affiliates by events identified by our agent and may include requiring you to deposit funds or other collateral with us or our agent, changing the speed of payment for Charges, exercising Chargeback under any of our Chargeback programs, and charging you fees for Disputed charges. Our agent may establish the Reserve; increase the Reserve from time to time; make deductions and withhold from, and recoup and set-off against the Reserve any amounts owed under the Agreement; and terminate the Agreement on our behalf. Our agent will inform you if a Reserve is established. You must provide to our agent promptly, upon request, information about your finances, creditworthiness, and operations, including your most recent certified financial statements. You must notify our agent immediately of the occurrence of any event described in Section 3.b.vii of the General Provisions.

#### 8. INQUIRIES AND CHARGEBACKS

During your participation in the American Express OnePoint Program, our agent's procedures for Inquiries, Disputed Charges, and Chargebacks govern the Disputed Charge process, provided that nothing therein waives our Chargeback rights under the Agreement. Our agent may Chargeback by deducting, withholding, recouping from, or setting-off against our payments to you (or debiting your Account), or our agent may notify you of your obligation to pay us (through our agent), which you must do promptly and fully. Our or our agent's failure to demand payment does not waive our Chargeback rights.

# 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; fo all other Healthcare see Services, Wholesale & All Other)	r 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	r 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**, <u>except</u> 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).





мсс	Industry Description	мсс	Industry Description	MCC	Industry Description
B2B 2	2.89% plus \$0.15 Transaction	n 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, PLATEMAKING & 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/ OPTHALMIC 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	COMMERCIALFOOTWEAR	7394	EQUIPMENT, TOOL, FURNITURE & APPLIANCE RENTALS & LEASING	8999	PROFESSIONAL SERVICES
6300	INSURANCE SALES, UNDERWRITING & PREMIUMS	7399	BUSINESS SERVICES		
EDUC	CATION 2.50%				
7032	SPORTING & RECREATION CAMPS	8220	COLLEGES, UNIVERSITIES, PROFESSIONAL SCHOOLS	8351	CHILD CARE SERVICES
8211	ELEMENTARY & SECONDARY SCHOOLS				
FAST	FOOD RESTAURANT 3.50%	, D			
5814	FAST FOOD RESTAURANTS				
NDE	PENDENT GAS STATIONS 3	.25%			
5541	SERVICE STATIONS	5542	AUTOMATED FUEL DISPENSERS (Card Activated Terminals)		
LODO	GING 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)
OFFIC	CE-BASED HEALTHCARE 2.	.55% (fo	or all other Healthcare see 'S	Service	s, Wholesale & All Other')
8011	DOCTORS & PHYSICIANS	8021	DENTISTS & ORTHODONTISTS		





мсс	Industry Description	мсс	Industry Description	MCC	Industry Description
OTHE	R TRANSPORTATION 3.50%	D			
4121	TAXICABS/LIMOUSINES	4582	AIRPORT, FLYING FIELDS & AIRPORT TERMINALS	4789	TRANSPORTATION SERVICES
4131	BUS LINES				
REST	AURANTS 3.50% plus \$0.05	Transa	ction Fee		
5811	CATERERS	5812	EATING PLACES & RESTAURANTS (Full Service Restaurants)	5813	DRINKING PLACES (Bars & Nightclubs)
RETA	IL 2.89% plus \$0.10 Transac	tion Fe	е		
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	TYPEWRITEROUTLETS
5422	FREEZER/& LOCKER MEAT PROVISIONERS (Butchers)	5732	ELECTRONICS SHOPS	5992	FLORISTS
5441	CANDY, NUT & CONFECTIONERY SHOPS	5733	MUSIC SHOPS	5993	CIGAR SHOPS & STANDS



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		
SERV	ICES, WHOLESALE & ALL C	THER	2.89% plus \$0.15 Transaction	on 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	AGRICULTURALCO-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, STONEWORK, TILE SETTING, PLASTERING & INSULATION CONTRACTORS	5935	WRECKING & SALVAGE YARDS	7932	BILLIARD & POOL ESTABLISHMENTS
1750	CARPENTRYCONTRACTORS	5975	HEARING AIDS	7933	BOWLING ALLEYS
1761	ROOFING, SIDING & SHEET METAL WORK CONTRACTORS	5976	ORTHOPEDIC GOODS & PROSTHETIC DEVICES	7991	TOURIST ATTRACTIONS & EXHIBITS
	CONCRETE WORK		FUEL DEALERS	7000	PUBLIC GOLF COURSES



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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	<b>RECREATION SERVICES</b>
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 & OPTHALMOLOGISTS
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



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MCC	Industry Description	МСС	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	POLITICALORGANIZATIONS
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	CARWASHES	8699	MEMBERSHIPORGANIZATIONS
5511	CAR & TRUCK DEALERS - NEW/ USED	7549	TOWING SERVICES	*	See <b>Appendix L</b> 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