

**AMERICAN EXPRESS CARD ACCEPTANCE**

By accepting American Express cards, the Merchant agrees to be bound by the following terms and conditions:

1. The Merchant hereby agrees to accept American Express cards only in accordance with the terms of the [Merchant Services Agreement](#) and the American Express Merchant Operating Guide, as may be amended from time to time, which can be found at <https://www.americanexpress.com/merchantopguide>.
2. The Merchant authorizes Solidgate to submit Transactions to and receive Settlement from, American Express on behalf of the Merchant.
3. The Merchant authorizes Solidgate to disclose Transaction Data and Merchant Information to American Express in order for American Express to use such information to (i) perform its responsibilities in connection with the American Express Card acceptance program, (ii) promote the American Express network, (iii) perform analytics, (iv) create reports, and (v) for any other lawful business purpose, including Merchant's screening, important transactional, informational or relationship communications from American Express and administrative purposes.
4. The Merchant may be converted to a direct card acceptance agreement with American Express if the Merchant reaches certain monthly sales volumes (in accordance with American Express Merchant Operating Guide) with respect to Merchant's American Express transactions only.
5. Solidgate shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to the Merchant (i) if the Merchant breaches any of the provisions of the American Express Merchant Operating Guide, or (ii) for cause or fraudulent or other activity, or upon American Express's request.
6. In the event a Merchant's participation in American Express Card Acceptance is terminated for any reason, the Merchant must immediately remove all American Express branding and marks from the Merchant's website and wherever else they are displayed.
7. The Merchant undertakes to disclose refund policies to End Users at the time of purchase and in compliance with Applicable Law.
8. The Merchant may not bill or attempt to collect from any End Users for any American Express Transaction unless a Chargeback has been exercised, the Merchant has fully paid for such Chargeback, and the Merchant otherwise has the right to do so.
9. The Merchant is solely responsible to ensure that its Goods sold are compliant with the Card Scheme Rules, Solidgate's policies, any applicable laws and regulations in its country and the countries its customers are based in.
10. The Merchant undertakes to comply with the American Express Data Security Requirements (DSR) and Payment Card Industry Data Security Standard (PCI DSS) and to report all instances of a data breach immediately to Solidgate after discovery of the breach.



11. The Merchant agrees to ensure data quality and that any Transactional Data or Merchant Information is processed promptly, accurately and completely, and complies with the American Express Technical Specifications.
12. The Merchant is responsible for being aware of and adhering to privacy and data protection laws and providing specific and adequate disclosures to End Users of collection, use, and processing of personal data.